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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual on behalf of
himself and on behalf of all persons similarly
situated,

PLAINTIFF,

vs.

TCG CONSTRUCTION, INC., a California
Corporation; and DOES 1-50, Inclusive,

DEFENDANTS.

Case No. CGC-23-603951

**DECLARATION OF KENNETH SELIGSON,
ESQ. IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND PAGA ACTION SETTLEMENT**

Date: March 17, 2025

Time: 9:30 a.m.

Judge: Hon. Harold Kahn

Dept.: 301

1 I, Kenneth Seligson Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of Seligson Law Firm (hereinafter "Class Counsel").

5 2. I am counsel of record for Plaintiff ALAN CARRILLO (hereafter "Plaintiff" or "Class
6 Representative") in this wage and hour class action filed against Defendant TCG CONSTRUCTION,
7 INC., a California corporation (hereinafter "Defendant").

8 3. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
9 Class Action and PAGA Settlement.

10 4. Attached hereto as **Exhibit "1"** is a true and correct copy of the fully executed Stipulation
11 of Settlement of Class and PAGA Action Claims and Release of Claims.

12 5. Attached hereto as **Exhibit "2"** is a true and correct copy of the conformed November
13 25, 2024, Preliminary Approval Order.

14 6. Attached hereto as **Exhibit "3"** is a true and correct copy of the March 3, 2025, proof of
filing this motion seeking final approval of this Settlement with the LWDA.

15 7. Attached hereto as **Exhibit "4"** is a true and correct copy of the billing and expenses
16 incurred in this Matter.

17 **I. INTRODUCTION**

18 8. An objective evaluation of the proposed settlement of Three Hundred Thousand Dollars
19 and Zero Cents (\$300,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on
20 behalf of the Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed,
21 adversarial, and non-collusive negotiations, between experienced counsel, and presided over by Jason
22 Marsili, Esq., an experienced mediator of wage and hour class and representative actions. After
23 deducting any Court-approved attorneys' fees and costs, class representative incentive payments,
24 administration costs, and the payments to the Labor & Workforce Development Agency ("LWDA"),
25 the net settlement fund shall be distributed to the Settlement Class based on the number of Workweeks
26 they worked while employed by Defendant during the Class Period. *The Class greeted news of the*

1 *Settlement with unanimous approval as, at the time of the filing of this motion, all 105 Class Members*
2 *chose to participate in the Settlement. There are zero opt-outs and zero objections to the Settlement.¹*

3 There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the
4 Settlement Class evidences the clear fairness and reasonableness of the Settlement.

5 9. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff
6 estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately
7 **\$138,050.00**. This will result in an average Individual Settlement Payment of **\$1,314.76**, a high
8 payment of \$7,025.17 and a low payment of \$15.24. Aggrieved Employees will receive an estimated
9 average gross payment of \$84.75 and a high payment of \$284.19.

10 10. The relief offered by the Settlement is immediate and is particularly impressive when
11 viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see*
12 *infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait
13 (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain
14 litigation.

15 11. As discussed below, the proposed Settlement satisfies all criteria for final settlement
16 approval under California law and falls well within the range of reasonableness. Accordingly, the Class
17 Representative and Class Counsel respectfully request this Court grant final approval of the Agreement
18 and entry of the proposed Final Approval Order and Judgment.

18 **II. OVERVIEW OF THE LITIGATION**

19 12. Defendant operates a construction business in San Francisco County. Plaintiff worked for
20 Defendant as a non-exempt employee in California from approximately June of 2017 to June of 2021.
21 Throughout his employment, Defendant failed provide legally compliant meal and rest periods, failed
22 to issue accurate itemized wage statements, failed to pay all wages when due, and failed to reimburse
23 for required business expenses.

24 13. Generally, Plaintiff claims that Defendant failed to pay for all time worked, failed to
25 provide legally compliant meal and rest periods, failed to reimburse for mandatory business expenses,

26 ¹ Ten (10) Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

1 failed to furnish accurate itemized wages statements, and failed to pay all wages when due. Defendant
2 forcefully denies liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied
3 with all applicable employment laws and raised several other significant defenses to Plaintiff's claims,
4 including but not limited to, compliant compensation policies and plans, complaint meal and rest
5 practices, compliant wage statements, timely paid all wages due upon separation of employment, and
6 compliant reimbursement policies and plans.

7 14. On October 12, 2022, Plaintiff served Defendant and the Labor and Workforce
8 Development Agency ("LWDA") with a Notice of Violations ("PAGA Notice"). Plaintiff's PAGA
9 Notice set forth the facts and theories supporting Defendant's alleged violations of various provisions
10 of the California Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and
11 of his intent to pursue claims under California Labor Code Private Attorneys General Act, Cal. Lab.
12 Code Sections 2698 *et seq.* ("PAGA").

13 15. On January 11, 2023, Plaintiff filed a class action complaint in the Orange County
14 Superior Court, Case Number 30-2023-01301305-CU-OE-CXC ("Action"). The Action alleged nine
causes of action against Defendant for: (1) Unfair Competition in Violation of Bus. and Prof. Code
sections 17200 *et seq.*; (2) Failure to pay minimum wages in violation of California Labor Code sections
16 1194, 1197 & 1197.1; (3) Failure to pay overtime wages in violation of California Labor Code sections
17 510 *et seq.*; (4) Failure to provide required meal periods in violation of California Labor Code sections
18 226.7 and 512 and the applicable IWC wage order; (5) Failure to provide required rest periods in
19 violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order; (6)
20 Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;
21 (8) Failure to provide wages when due in violation of Cal. Lab. Code sections 201, 202 and 203; (7)
22 Failure to provide personnel files in violation of Cal. Lab. Code section 1198.5; (8) Failure to reimburse
23 employees for required expenses in violation of Cal. Lab. Code section 2802; and (9) Violation of the
24 Private Attorneys General Act [Labor Code section 2698, *et seq.*].

25 16. After serving written discovery, the Parties agreed to mediate the Action. To prepare for
26 mediation, the Defendant agreed to informally produce additional documents and data points subject to

1 the mediation privilege, including but not limited to, Plaintiff’s paystubs, payroll summaries for Plaintiff
2 and each Class member, timecards for Plaintiff and Class members. Defense counsel provided 100%
3 of Class members’ data.

4 17. On January 30, 2024, the Parties participated in a full day mediation with Jason Marsili,
5 Esq., an experienced mediator of wage and hour class and PAGA actions. The mediation concluded
6 with a settlement, which was subsequently memorialized in the form of a Memorandum of
7 Understanding (“MOU”). After reaching an agreement in principle, the Parties drafted and negotiated
8 a long-form settlement agreement, which is the subject of the instant motion.

9 **III. THE SETTLEMENT BEFORE THE COURT**

10 18. The Court preliminarily approved an initial Gross Settlement Amount of Three Hundred
11 Thousand Dollars and Zero Cents (\$300,000.00) based on a total of an estimated 5,000 Workweeks
12 worked by the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy
13 Individual Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy
14 the Class Counsel Award; (4) to satisfy the PAGA Payment; and (5) to satisfy the Claims
Administration Expenses incurred in this action.

15 19. As explained in further detail below, the Settlement is fair, adequate, and reasonable to
16 the class and should be granted final approval. This is evidenced by the unanimous approval of the
17 Settlement by the Settlement Class, the absence of any objections to the Settlement and the average
18 Individual Settlement Payment of **\$513.12**

19 **IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

20 **A. Class Counsel Conducted a Thorough Investigation**

21 20. Months before filing the Action, Class Counsel began its pre-filing investigation into
22 Plaintiff’s complaints. Class Counsel’s investigation started with several lengthy interviews with
23 Plaintiff. As part of the interview process, Plaintiff produced documents related to his employment,
24 including his wage statements. At the conclusion of the interviews, Class Counsel determined that each
25 Plaintiff’s complaints justified further inquiry.

21. Class Counsel subsequently requested Plaintiff's employee file from Defendant. To prepare for mediation, Class Counsel requested documents and data points to further evaluate Plaintiff's claims and Defendant's liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced, among other things, Plaintiff's paystubs, payroll summaries and timecards for Plaintiff and each Class member. Defense counsel provided 100% of Class members' data.

22. Class Counsel then retained the statisticians and economists at BCG to evaluate the Class Members' payroll and time data. BCG provides data analysis and damage modeling consulting services, specializing in wage and hour class actions. BCG's team of financial and data analysts are credentialed and experienced experts in their fields and have provided their expertise on thousands of cases.

23. BCG analyzed Defendant's time and payroll data to assist in the development of various damage models. Among other things, BCG determined the approximate amount of unpaid wages, amount of unpaid overtime wages, number of workweeks, pay periods, average length of shifts and average number of hours worked per week. BCG also estimated the number of missed, late, or truncated meal and rest periods, the amount of unreimbursed expenses, and the amount of missed meal and rest period premiums paid during the Class Period.

24. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1) determining Plaintiff's suitability as a putative class representative through interviews, background investigations, and analysis of her employment files; (2) evaluating all of Plaintiff's potential claims; (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions, and the type of employer; (4) analyzing the Settlement Class's time and payroll records; (5) analyzing Defendant's labor policies and practices; (6) researching settlements in similar cases as well as outstanding issues which could affect settlement approval; (7) evaluating Plaintiff's claims and estimating Defendant's liability for purposes of settlement; (8) holding phone interviews with several putative class members; (9) drafting the mediation brief; and (10) participating in the mediation. This investigation allowed Class Counsel to fully assess the nature and magnitude of the claims being settled,

as well as the impediments to recovery, such as to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

25. Class Counsel only agreed to enter the Settlement following this thorough investigation and evaluation of Plaintiff's claims. Based on its investigation of the facts, applicable law, and marketplace for similar settlements, and considering the risk of significant delay and uncertainty associated with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair, reasonable, and adequate, the Court should finally approve the Settlement.

B. The Parties Settled At Mediation

26. On January 30, 2024, the Parties conducted a full-day mediation with Jason Marsili, Esq., an experienced mediator of wage and hour class and representative actions. Mr. Marsili helped to manage the Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The Parties made substantial progress with Mr. Marsili's assistance. Namely, the Parties exchanged information regarding their respective claims and defenses, including their respective evaluations of the damages. After more than eight hours of arm's length and adversarial negotiations, the mediation concluded with a settlement. The amount of the service awards was not negotiated until after the parties agreed to the Gross Settlement Amount and many other terms. No action would likely have been taken by Class Members individually, and no compensation would have been recovered for them, but for Plaintiff's service on behalf of the Class.

C. Class Counsel is Experienced in Similar Litigation

27. Plaintiff is represented by competent and experienced counsel to pursue her claims. I established Seligson Law, P.C., in January 2022. The Firm is a boutique plaintiff firm representing aggrieved employees throughout California in wage and hour class actions, PAGA Actions and complex litigation matters. The Firm currently consists of myself and Kaitlin Martinez (Associate Attorney). I am co-counseling this case with two firms that have significant class and collective action counsel experience.

1 28. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
2 Employees. I have extensive experience with wage and hour class and representative action litigation
3 like this matter, and employment matters in general. I can, will and have adequately represented the
4 interests of the Plaintiff, the State of California, and the Aggrieved Employees throughout this action.

5 29. I have represented employees in California class actions, and complex multi-party
6 litigation, and employment matters in general. I can, will and have adequately represented the interests
7 of the Plaintiff, the State of California and the Aggrieved Employees throughout this action.

8 30. I have represented employees in California class actions, and complex multi-party
9 litigation for more than 5 years. I have been in practice as a plaintiffs' civil litigation attorney since June
10 2019.

11 31. I have successfully tried one jury trial to conclusion.

12 32. Since 2010, the JCL firm has successfully resolved more than sixty (65) cases and
13 recovered in excess of \$75 million on behalf of the JCL Firm's clients.

14 **D. The Total Settlement Amount is Fair and Reasonable**

15 33. Here, the Settlement is clearly within the "ballpark" of reasonableness because the
16 Settlement provides a sizeable recovery to the Settlement Class and need not necessarily obtain 100
17 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91
18 Cal.App.4th at 250. While the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero
19 Cents (\$350,000.00) represents a discount on Defendant's potential exposure if Plaintiff established
20 liability on all claims and was awarded the full amount of the estimated damages at trial, this
21 compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that
22 could award significantly less in damages than Plaintiff's estimate and (2) any theoretical post-trial
23 recovery may require many more years of litigation, resulting in added fees and costs without any
guarantee of recovery for the Class.

24 34. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and
25 reasonable considering the nature and magnitude of the claims being settled and the various potential
26 impediments to recovery. Class Counsel developed varied economic damages models measuring

1 Defendant's liability exposure while accounting for the uncertainties of continued litigation. The
2 various models were informed by Class Counsel's investigation, including the analysis of a significant
3 sample of time and payroll data. As detailed in greater depth during the preliminary approval process,
4 Class Counsel projected a range of Defendant's liability exposure for the claims asserted on behalf of
5 the Settlement Class. The Gross Settlement Amount represents approximately 7.82% of Defendant's
6 *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

7 35. Clearly the goal of this litigation to obtain redress for the class has been met by this
8 Settlement. Given the amount of the Settlement, the risks of litigation and the arm's length negotiations
9 between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final
10 approval.

11 **E. The Strength of Plaintiff's Case and Risks of Continued Litigation**

12 36. Although Class Counsel believes strongly in Plaintiff's claims, it would be misguided to
13 ignore the asserted defenses. If successful on any one of its defenses, Defendant could defend the action
14 or, at least, drastically undercut Plaintiff's claims.

15 37. With respect to the most immediate challenge, i.e., class certification, the risks attendant
16 to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart*
17 *Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded
18 a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed
19 the trial court to enter judgement in favor of the employer. *See also O'Conner v. Uber Technologies,*
20 *Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also*
21 *Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor
22 plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th
23 1077, 1088 ("[T]he reason, if any, that employees might not take their breaks were predominantly
24 individualized questions of fact not susceptible to class treatment."); *Ali v. U.S.A. Cab Ltd.* (2009) 176
25 Cal.App.4th 1333, 1341 (affirming denial of certification because employees' declarations attesting to
26 having taken meal and rest breaks demonstrated that individualized inquiries were required to show
27 harm); *Campbell v. Best Buy Stores, L.P.,* (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following

1 *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack
2 of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying
3 certification of driver meal and rest period claims based on the predominance of individual issues).
4 Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently,
5 the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring
6 settlement.

7 38. Although Plaintiff is confident about the strength of his claims, Plaintiff nevertheless
8 recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or
9 impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can
10 drastically affect the value of Plaintiff's claims and, in fact, already has.

11 39. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O'Conner v. Uber*
12 *Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59
13 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt
14 that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a
bond and appeal. A post-judgment appeal by Defendant would have required many more years to
16 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
17 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
an uncertain result three or more years in the future.

18 40. The Class Representative and Class Counsel recognize the expense and length of a trial
19 against Defendant through possible appeals, which could take another three years. In arriving at their
20 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
21 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
22 of and recognizes the inherent problems of proof under, and alleged defenses to, the claims asserted in
23 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
24 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
25 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
26 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative

1 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
2 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

3 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

4 41. Here, Plaintiff and Defendant negotiated a good faith PAGA Payment in the amount of
5 \$20,000 which is 6.67% of the Gross Settlement Amount. As illustrated above, this amount falls well
6 within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Payment
7 (\$15,000) will be paid to the LWDA (“LWDA Payment”) with the remaining twenty-five percent (25%)
8 of the PAGA Payment (\$5,000) to be distributed to the Aggrieved Employees (the “Aggrieved
9 Employee Payment”), which is within the range of PAGA penalties approved by courts and should be
10 approved.

11 42. Further on March 5, 2023, Class Counsel gave the LWDA notice of this Settlement and
12 proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval with
13 the LWDA. On September 18, 2023, Class Counsel again gave the LWDA notice of the proposed
14 amendments to this Settlement pursuant to the Court’s preliminary approval. On XXXXX, 2025,
Plaintiff gave the LWDA notice of this motion seeking final approval of this settlement.

V. THE REQUEST FOR ATTORNEYS’ FEES IS FAIR, REASONABLE

16 43. Here, informed arms-length bargaining between experienced Class Counsel and
17 Defendant resulted in Defendant bargaining Class Counsel’s fee award to 1/3. Such bargaining is
18 obviously the best measure of the market for fees. Moreover, fee awards in common fund settlements
19 as this one have resulted in higher fees than the sum sought by Class Counsel herein, further reflecting
20 the accurate market value of the award requested.

21 44. As part of the settlement, the Parties agreed to an award of attorneys’ fees equal to 1/3 of
22 the Gross Settlement Amount, which equals \$100,000.00 for attorneys’ fees. As part of the Agreement,
23 Defendant also agreed that Class Counsel will be paid reasonable litigations expenses incurred as per
24 Class Counsel's billing statement from the Gross Settlement Amount in an amount not to exceed
25 \$25,000. Finally, Defendant also agreed that Plaintiff be awarded a service award in accordance with
26 the Agreement.

1 45. In defining a reasonable fee, the Court should mimic the marketplace for cases involving
2 a significant contingent risk such as this one. Our legal system places unique reliance on private litigants
3 to enforce substantive provisions of employment law through class actions. Therefore, attorneys
4 providing these substantial benefits should be paid an award equal to the amount negotiated in private
5 bargaining that takes place in the legal marketplace.

6 46. There is a substantial difference between the risk assumed by attorneys being paid by the
7 hour and attorneys working on a contingent fee basis. The attorney being paid by the hour can go to the
8 bank with his fee. The attorney working on a contingent basis can only log hours while working without
9 pay towards a result that will hopefully entitle him to a marketplace contingent fee taking into account
10 the risk and other factors of the undertaking. Otherwise, the contingent fee attorney receives nothing.
11 In this case, Class Counsel subjected themselves to this contingent fee market risk in this all or nothing
12 contingent fee case wherein the necessity and financial burden of private enforcement makes the
13 requested award appropriate. The contingent fee practices of Class Counsel do not accommodate the
14 investment of unnecessary time in a case. This case was litigated on a contingent basis with all of the
concomitant risk factors inherent in such an uncertain undertaking. Indeed, I am aware of other similar
cases where the court dismissed the class allegations or denied class certification. Under such
16 circumstances, courts have held that a risk multiplier must be applied to the fee award.

17 47. Here, the contingent nature of the fee award, both from the point of view of eventual
18 settlement and the point of view of establishing eligibility for an award, also warrant the requested fee
19 award. A number of difficult issues, the adverse resolution of any one of which could have doomed the
20 successful prosecution of the action, were present here. Attorneys' fees in this case were not only
21 contingent but risky, with a very real chance that Class Counsel would receive nothing at all for their
22 efforts, having devoted time and advanced costs. Class Counsel has previously invested in cases which
23 resulted in no recovery.

24 48. At the time this case was brought, the result was far from certain. Defendant's practice at
25 issue here had been in place for years. Defendant's numerous defenses to the merits of the case and to
26 class certification created difficulties with proof and complex legal issues for Class Counsel to

1 overcome. Here, a number of defenses asserted by Defendants presented serious threats to the claims
2 of the Plaintiffs and the other Class Members. Defendants asserted that the employment practices
3 complied with all applicable Labor Laws. First, Defendant argued that the Supreme Court decision in
4 *Brinker v. Superior Court*, 53 Cal. 4th 1004 (2012), weakened, if not eliminated, Plaintiff's claims, on
5 liability, value, and class certifiability as to the meal and rest period claims. The vast majority of the
6 damages alleged to have been suffered by the Class Members are attributed to missed meal and rest
7 breaks. Before and during the mediation, Defendant aggressively argued that Defendant's policies and
8 culture afforded the Class Members an opportunity to take timely meal and rest breaks, and that
9 employees like the Plaintiff chose not to take compliant breaks. Defendant argued, therefore, that under
10 the *Brinker* decision it has no liability for the missed breaks whatsoever. Defendant argued that it
11 adopted and strictly enforced lawful policies. Because Plaintiff's claims were largely based on the
12 missed breaks, and because Defendant's policies were, on their face, largely compliant, this presented
13 a very real concern for Plaintiff and the Class Members. If successful, this defense could eliminate or
14 substantially reduce any recovery to the Class. While Plaintiff believes that this defense, and others,
could be overcome, Defendant maintains these defenses have merit and therefore present a serious risk
to recovery for the Class.

16 49. There was also a significant risk that, if the Action was not settled, Plaintiff would be
17 unable to obtain class certification and thereby not recover on behalf of any employee other than
18 themselves. Defendant argued that the individual experience of each employee varied with respect to
19 the alleged claims. While other cases have approved class certification of wage and hour claims, class
20 certification in this action would have been hotly disputed and was by no means a foregone conclusion.
21 Finally, even if class certification was successful, as demonstrated by the California Supreme Court
22 decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014), there are significant hurdles to
23 overcome for a class-wide recovery even where the class has been certified.

24 50. The Settlement was possible only because Class Counsel was able to persuade Defendant
25 that there was an appreciable risk that Class Counsel would prevail on the factual and legal issues
26 underlying liability, obtain class certification through trial, and overcome difficulties in proof as to

1 monetary relief. In successfully navigating these hurdles so as to convince Defendant to settle, Class
2 Counsel displayed skills consistent with those that might be expected of attorneys of comparable class
3 action experience. Here, Class Counsel was pursuing a difficult and risky claim against Defendant
4 where previous actions had failed to establish liability, failed to obtain class certification and/or failed
5 to obtain monetary recovery for all employees.

6 51. To represent the Class on a contingent fee basis, Class Counsel had to forego
7 compensable hourly work on other cases to devote the necessary time and resources to this contingent
8 case. In so doing, Class Counsel gave up the hourly work that a firm can bank on for the risky contingent
9 fee work in this case which could have paid Class Counsel nothing.

10 52. Class Counsel were additionally required to advance all costs in this litigation. This can
11 prove to be very expensive and risky. Accordingly, because the risk of advancing costs in this type of
12 litigation can be significant, it is therefore cost prohibitive to many attorneys. The financial burdens
13 undertaken by Class Representatives and Class Counsel in prosecuting this action on behalf of the Class
14 were very substantial. To date, Class Counsel collectively advanced more than \$11,867.08. in costs
15 which may not be recovered if Defendants file for bankruptcy. The Plaintiff undertook the risk of
16 liability for Defendant's costs had this case not succeeded, as well as other potential negative financial
17 ramifications from having come forward to sue Defendants on behalf of the Class. Accordingly, the
18 contingent nature of the fee and the financial burdens on Class Counsel and the Class Representatives
19 also support the requested award.

20 53. In a common fund settlement "[t]he lodestar method is merely a cross-check on the
21 reasonableness of a percentage figure". *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043, 1050, n.5 (9th Cir.
22 2002). In this case, the reasonableness of the requested attorneys' fee of 1/3 of the common fund
23 equaling \$100,000.00 is established by reference to Class Counsel's lodestar in this matter. The
24 contemporaneous billing records for all Class Counsel evidence that as of February 27, 2025, Class
25 Counsel's current total lodestar is \$104,268.98, with additional fees still to be incurred. As a result, this
26 Court should appropriately conclude that an award which compares favorably to Class Counsel's
27 overall lodestar is fair and reasonable and is justified under California law.

54. Counsel retained on a contingency fee basis, whether in private matters or in representative litigation of this sort, is entitled to a premium beyond his standard, hourly, non-contingent fee schedule in order to compensate for both the risks and the delay in payment for the simple fact that despite the most vigorous and competent of efforts, success is never guaranteed. Indeed, if counsel is not adequately compensated for the risks inherent in difficult class actions, competent attorneys will be discouraged from prosecuting similar cases.

55. On January 28, 2015, in *4G Wireless Wage and Hour Cases* (Orange County Superior Court, Case No. JCCP4736), the Honorable Gail A. Andler awarded a 33.33% fee request to Class Counsel in an overtime class action. On April 8, 2015 in *Mathies v. Union Bank* (San Francisco Superior Court Case No. CGC-10-498077), the Honorable Harold Kahn awarded a one-third (1/3) fee request to Class Counsel in an overtime class action. On April 7, 2016 in *Berry v. Urban Outfitters* (U.S.D.C. Central District of California Case No. 13-2628), the District Judge Jeffrey White awarded fees equal to 1/3 of the common fund in a wage and hour class settlement. On June 22, 2016, in *Dobrosky v. Arthur J. Gallagher*, (Central District Case No. 5:13 cv 00646), District Judge Jesus Bernal awarded a fee equal to 1/3 of the common fund in a wage and hour class settlement. On June 14, 2017, in *Smith v. Space Exploration* (Los Angeles Superior Court Case No. BC554258), Judge Elihu Berle awarded Class Counsel a 1/3 fee award in a wage and hour class settlement. On November 13, 2017, in *Calhoun v. Celadon Trucking* (U.S.D.C. Central District of California Case No. 16-CV-1351), District Judge Philip S. Gutierrez awarded Class Counsel a one-third fee award in a wage and hour class settlement. On March 23, 2018, in *Bailey v. Redfin*, (Los Angeles Superior Court, Case No. BC512191, the Court awarded a 1/3 fee award in a wage and hour class settlement. On July 10, 2018, in *Zirpolo v. UAG Stevens Creek II* (Santa Clara Superior Court Case No. 17CV313457, Judge Brian Walsh awarded Class Counsel a one-third fee award in a wage and hour class settlement. On July 19, 2018, in *Metrow v. Liberty Mutual*, (U.S.D.C. Central District of California Case No. EDCV 16-01133-JGB), the District Court awarded Class Counsel a one-third fee award in a wage and hour class settlement. On December 4, 2018, in *Panda Express Wage and Hour Cases* (Los Angeles Superior Court, Case No. JCCP 4919) Judge Carolyn Kuhl awarded Class Counsel a one-third fee award in a wage and hour class settlement.

1 On February 1, 2019, in *Solarcity Wage and Hour Cases* (San Mateo Superior Court, Case No. JCCP
2 4945) Judge Marie Weiner awarded Counsel a one-third fee award in a wage and hour class settlement.
3 On July 30, 2019, in *Erickson v. John Muir Health*, (Contra Costa Superior Court Case No. MSC18-
4 00307) Judge Edward Weil awarded Counsel a one-third fee award in a wage and hour class settlement.
5 On December 18, 2019, in *Velasco v. Lemonade Restaurant Group*, (Los Angeles Superior Court Case
6 No. BC672235) Judge William Highberger awarded Counsel a one-third fee award in a wage and hour
7 class settlement.

8 56. As of March 3, 2025, Seligson Law, Zakay Law Group, APC, and JCL Law Firm, APC,
9 incurred lodestar totaling \$104,268.98, in this matter. I have reviewed my firm's lodestar in this matter
10 and believe the charges are reasonable and were reasonably necessary to the conduct of the case. From
11 approximately September 19, 2022, through February 27, 2025, our firms have worked more than
12 189.86 hours prosecuting these claims with the attorneys' hourly fee rates for the handling attorneys of
13 \$495 resulting in current lodestar equaling \$104,268.98. A detailed breakdown of the total fees and the
14 services performed by Seligson Law on this case is attached hereto as Exhibit #4. In addition, Class
Counsel will be performing additional work, including attending the hearing on final approval,
finalizing the orders and judgment and monitoring completion of the settlement process. I expect this
16 additional work will result in at least \$5,000 to \$15,000 in additional loadstar, bringing the multiplier
17 even lower. The rates charged by my firm are in line with the prevailing rates of attorneys in the local
18 legal community for similar work and, if this were a commercial matter, these are the charges that would
19 be made and presented to the client. These hourly rates have been approved by Court's throughout
20 California, including the Courts in the Superior Court of California. Finally, the reasonableness of Class
21 Counsel's hourly rates is further confirmed by comparing such rates with the rates of comparable
22 counsel practicing complex and class litigation as detailed in the National Law Journal Billing Survey.
23 See e.g. *Zest IP Holdings, LLC v. Implant Direct MFG., LLC*, 2014 U.S. Dist. LEXIS 167563 (S.D.
24 Cal. 2014) (finding that "Mayer Brown's \$775 average billing rate for partners" and "Mayer Brown's
25 \$543 average associate billing rate" are reasonable rates when compared within 21 other firms
26 practicing in the Southern District of California.) This survey is useful to show that Class Counsel's

1 rates are in line with the comparable rates of the defense counsel that opposes these types of class
2 claims, such as Mayer Brown. In another example, Sheppard Mullin Richter & Hampton, who is
3 opposing counsel in many cases prosecuted by Class Counsel charges rates as high as \$875 for partners
4 and \$535 for associates. Similarly, Paul Hastings, another opposing counsel in these types of cases,
5 charges between \$900 and \$750 for partners and \$755 and \$335 for associates. Thus, the rates charged
6 by Class Counsel for comparable work are less than these examples, and are therefore undoubtedly
7 reasonable. Therefore, the requested fee award as a percentage of the fund is supported by the overall
8 lodestar incurred which is less than the multiplier approved in *Laffitte* and lower than the multiplier
9 approved in other cases. The requested award is therefore reasonable viewed by the Lodestar/Multiplier
10 cross-check.

11 57. As part of the Agreement, the parties agreed that Class Counsel may seek an amount of
12 up to \$25,000 for all expenses incurred as documented in Class Counsel's billing records as their Class
13 Counsel Litigation Expenses Payment. Class Counsel request reimbursement for incurred litigation
14 expenses and costs in the amount of \$11,867.08 based upon Class Counsel's billing records, which
15 evidence that counsel incurred total litigation expenses in the total amount of \$11,867.08. These
16 litigation expenses include the expenses incurred for filing fees, mediation fees, expert fees, delivery
17 charges, travel expenses, legal research charges, postage, attorney service charges, and litigation
18 support vendors, all of which are costs normally billed to and paid by the client.

19 58. I declare under the penalty of perjury under the laws of the State of California that the
20 foregoing is true and correct. Executed this 3rd day of March 2025, at Los Angeles, California.
21
22
23

24 By: Kenneth Seligson
25 Kenneth Seligson
26
27

EXHIBIT 1

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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual, on behalf
of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

TCG Construction, Inc., a California
corporation; and DOES 1-50, Inclusive,

Defendants.

Case No.: CGC-23-603951
[Action Filed: January 11, 2023]

**STIPULATION OF SETTLEMENT OF
CLASS AND PAGA ACTION CLAIMS
AND RELEASE OF CLAIMS**

1 This Stipulation of Settlement of Class and PAGA Action Claims and Release of Claims is
2 entered into by and between Plaintiff ALAN CARRILLO (hereinafter “Plaintiff”), on behalf of
3 himself and on behalf of all persons similarly situated, and Defendant TCG CONSTRUCTION,
4 INC. (hereinafter, “Defendant”):

5 **I. DEFINITIONS**

- 6 A. “Action” shall mean the putative class action lawsuit designated *Alan Carrillo v. TCG*
7 *Construction, Inc.*, San Francisco Superior Court Case No. CGC-23-603951, filed
8 January 11, 2023.
- 9 B. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of
10 Class and PAGA Action and Release of Claims.
- 11 C. “Attorneys’ Expenses” means the award of expenses that the Court authorizes to be
12 paid to Class Counsel for the expenses they have incurred of up to \$25,000.00.
- 13 D. “Attorneys’ Fees” means the award of fees that the Court authorizes to be paid to
14 Class Counsel for the services they have rendered to Plaintiff and the Settlement
15 Class in the Action, currently not to exceed one-third of the Gross Settlement
16 Amount currently estimated to be \$100,000.00 out of \$300,000.00. Attorneys’ fees
17 will be divided between Class Counsel as follows (12.5% to JCL Law Firm, APC,
18 12.5% to Zakay Law Group, APLC, and 75% to Seligson Law P.C.).
- 19 E. “Claims Administration Expenses” shall mean the amount paid to the Settlement
20 Administrator from the Gross Settlement Amount for administering the Settlement
21 pursuant to this Agreement currently estimated not to exceed \$10,000.00.
- 22 F. “Class” or the “Class Members” means all current and former non-exempt employees
23 who worked for TCG Construction Group, Inc. in California any time or times
24 between January 11, 2019, through April 30, 2024 (the “Class Period”), and excluding
25 any persons who are currently represented by counsel and have a civil action pending,
26 and also excluding any persons who opt-out of the class.

- 1 G. "Class Counsel" shall mean Kenneth Seligson of Seligson Law P.C., Jean-Claude
2 Lapuyade, Esq. of JCL Law Firm, APC, and Shani Zakay, Esq. of Zakay Law Group,
3 APLC.
- 4 H. "Class Data" means information regarding Class Members that Defendant will in
5 good faith compile from its records and provide to the Settlement Administrator. It
6 shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class
7 Member's full name; last known address; Social Security Number; start dates and end
8 dates of employment.
- 9 I. "Class Period" means the period of January 11, 2019, through April 30, 2024.
- 10 J. "Class Representative" or "Plaintiff" shall mean Alan Carrillo.
- 11 K. "Court" means the Superior Court for the State of California, County of San
12 Francisco, currently presiding over the Action.
- 13 L. "Defendant" shall mean TCG Construction, Inc.
- 14 M. "Effective Date" means the earliest date, following entry by the Court (or Courts) of
15 an Order (or Orders) and judgment finally approving this Settlement, upon which one
16 of the following have occurred: (i) if no objection is filed to the settlement and no
17 objector appears at the hearing on final approval, the date of the Court's entry of the
18 order granting final approval, (ii) if an objection is filed to the settlement and/or an
19 objector appears at the hearing on final approval, then the earlier of the following: (a)
20 the expiration of all potential appeal periods without a filing of a notice of appeal of
21 the final approval order or judgment, i.e., sixty-six (66) days after the entry of the
22 final approval order and judgment; (b) final affirmance of the final approval order and
23 judgment by an appellate court as a result of any appeal(s), or (c) final dismissal or
24 denial of all such appeals (including any petition for review, rehearing, certiorari,
25 etc.) such that the final approval order and judgment concerning the Actions is no
26 longer subject to further judicial review. If this settlement is approved through
27 motions in both Courts, then Effective Date shall mean the latter of both approvals.
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- 1 N. “Funding Date” shall mean the date by which TCG Construction, Inc. has paid the
2 entire two installments of the Gross Settlement Amount and paid the employer side
3 payroll taxes to the Settlement Administrator in accordance with the terms of this
4 Agreement.
- 5 O. “Gross Settlement Amount” or “GSA” means Three Hundred Thousand Dollars and
6 Zero Cents (\$300,000.00) that TCG Construction, Inc. must pay into the QSF in
7 connection with this Settlement, inclusive of the sum of the Individual Settlement
8 Payments, Claims Administration Expenses, Attorneys’ Fees and Attorneys’
9 Expenses, Service Award, and the PAGA Payment and exclusive of the employer’s
10 share of payroll tax, if any, triggered by any payment under this Settlement.
- 11 P. “Individual Settlement Payment” means the amount payable from the Net Settlement
12 Amount to each Settlement Class Member and excludes any amounts distributed to
13 PAGA Members pursuant to PAGA.
- 14 Q. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less
15 Attorneys’ Fees and Attorneys’ Expenses, the Service Award, PAGA Payment, and
16 Claims Administration Expenses.
- 17 R. “Notice Packet” means the Class Notice to be provided to the Class Members by the
18 Settlement Administrator in the form set forth as **Exhibit A** to this Agreement (other
19 than formatting changes to facilitate printing by the Settlement Administrator).
- 20 S. “Operative Complaint” shall mean the Complaint on file in the Action filed on
21 January 11, 2023.
- 22 T. “PAGA” means the California Labor Code Private Attorneys General Act of 2004,
23 Labor Code § 2698 *et seq.*
- 24 U. “PAGA Members” or “Aggrieved Employees” means all non-exempt employees who
25 are or previously were employed by TCG Construction, Inc. who performed work in
26 California during the period of October 12, 2021, through April 30, 2024.
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- 1 V. "PAGA Payment Ratio" means the respective Pay Periods during the PAGA Period
2 for each PAGA Member divided by the sum total of the Pay Periods for all PAGA
3 Members during the PAGA Period.
- 4 W. "PAGA Pay Periods," for purposes of calculating the distribution of the PAGA
5 Member Payment, as defined herein, means the number of pay periods of employment
6 during the PAGA Period that each PAGA Member worked in California.
- 7 X. "PAGA Period" means the period October 12, 2021, through April 30, 2024.
- 8 Y. "PAGA Payment" shall mean Twenty Thousand Dollars (\$20,000) to be allocated
9 from the Gross Settlement Amount, with 25% of the payment going to the PAGA
10 Members ("PAGA Member Payment") and 75% of the payment going to the Labor
11 and Workforce Development Agency ("LWDA Payment"). The amount of the PAGA
12 Settlement is subject to Court approval pursuant to California Labor Code section
13 2699(l). Any reallocation of the Gross Settlement Amount to increase the PAGA
14 Settlement will not constitute grounds by either party to void this Agreement, so long
15 as the Gross Settlement Amount remains the same.
- 16 Z. "Parties" means Plaintiff and TCG Construction, Inc., collectively, and "Party" shall
17 mean either Plaintiff or TCG Construction, Inc., individually.
- 18 AA. "Payment Ratio" means the respective Workweeks for each Class Member divided
19 by the sum total Workweeks for all Class Members during the Class Period.
- 20 BB. "QSF" means the Qualified Settlement Fund established, designated and maintained
21 by the Settlement Administrator to fund the Gross Settlement Amount.
- 22 CC. "Released Class Claims" shall mean all class claims alleged in the operative
23 complaint, or which could have been alleged in the operative complaint based on the
24 facts alleged, which occurred during the Class Period, and expressly excluding all
25 other claims, including claims for vested benefits, wrongful termination,
26 unemployment insurance, disability, social security, workers' compensation, and
27 class claims outside the Class Period. The Released Claims specifically include, but
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are not limited to Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Order No. 1-2001 and Business & Professions Code §§ 17200, et seq. claims based on alleged violations of these Labor Code and Wage Order provisions) and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) Unfair Competition arising from the alleged labor code violations; (2) Unpaid Minimum Wage; (3) Unpaid Overtime; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Breaks; (6) Inaccurate Wage Statements; (7) Late Payment of Wages; (8) Unreimbursed Business Expenses; and (9) all interest, fees, and costs (“Released Claims”). The Released Claims expressly exclude claims for PAGA penalties, which are separately released hereinbelow. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts alleged in any Complaint on file in the Action.

DD. “Released PAGA Claims” shall mean all PAGA claims alleged in the operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA Period, and expressly excluding all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released PAGA Claims shall include claims for PAGA penalties based on Labor Code sections §§ 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, and 2802 and the related IWC Wage Orders.

EE. “Released Parties” shall mean Defendant TCG Construction, Inc., as well as any partners, related companies, subsidiaries, owners, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers,

1 reinsurers, attorneys and any past, present or future officers, directors and exempt
2 employees) predecessors, successors, and assigns.

3 FF. "Response Deadline" means the date forty-five (45) calendar days after the Settlement
4 Administrator mails Notice Packets to Class Members and the last date on which
5 Class Members may submit requests for exclusion or objections to the Settlement.

6 GG. "Service Award" means an award in the amount of \$10,000 or in an amount that the
7 Court authorizes to be paid to the Class Representative, in addition to his Individual
8 Settlement Payment and his individual PAGA Member Payment, in recognition of his
9 efforts and risks in assisting with the prosecution of the Action and in exchange for
10 executing a General Release of Defendant.

11 HH. "Settlement" means the disposition of the Action pursuant to this Agreement.

12 II. "Settlement Administrator" means ILYM GROUP INC.

13 JJ. "Settlement Class Members" or "Settlement Class" means all Class Members who
14 have not submitted a timely and valid request for exclusion as provided in this
15 Agreement.

16 KK. "Workweeks," for purposes of calculating the distribution of the Net Settlement
17 Amount, means the number of weeks a Class Member performed work during the
18 Class Period for Defendant in California.

19 **II. RECITALS**

20 A. On October 12, 2022, Plaintiff filed a Notice of Violations with the Labor and
21 Workforce Development Agency (LWDA) and served the same on Defendants.

22 B. On January 11, 2023, Plaintiff filed the Action, alleging claims for:

- 23 1. Unfair Competition in Violation of Cal. Bus. & Prof. Code §§ 17200 *et seq.*;
- 24 2. Failure to Pay Minimum Wage in Violation of Cal. Labor Code §§ 1194, 1197
25 and 1197.1
- 26 3. Failure to Pay Overtime Wages in Violation of Cal. Lab. Code §§ 510 *et seq.*;
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4. Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the Applicable Wage Order);
5. Failure to Provide Required Rest Periods in Violation of Cal. Lab. Code §§ 226.7, 512 and the Applicable Wage Order);
6. Failure to Provide Accurate Itemized Wage Statements in Violation Cal. Lab. Code §§ 226 and 226.2;
7. Failure to Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203;
8. Failure to Reimburse Employees for Required Expenses in Violation of Cal. Lab Code § 2802;
9. Violations of PAGA in Violation of Cal. Lab. Code §§ 2698 *et seq.*

C. The Class Representative believes he has claims based on alleged violations of the California Labor Code, and the Industrial Welfare Commission Wage Orders, and that class certification is appropriate because the prerequisites for class certification can be satisfied in the Action, and this action is manageable as a PAGA representative action.

D. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes any wages, damages and penalties claimed by the Class Representative are owed, and further contends that, for any purpose other than settlement, the Action is not appropriate for class or representative action treatment. Defendant contends, among other things, that at all times it complied with the California Labor Code and the Industrial Welfare Commission Wage Orders.

E. The Class Representative is represented by Class Counsel. Class Counsel investigated the facts relevant to the Action, including conducting an independent investigation as to the allegations, reviewing documents and information exchanged through informal discovery, and reviewing documents and information provided by Defendant pursuant to informal requests for information to prepare for mediation. Defendant

1 produced for the purpose of settlement negotiations certain employment data
2 concerning the Settlement Class, which Class Counsel reviewed and analyzed with
3 the assistance of an expert. Based on their own independent investigation and
4 evaluation, Class Counsel are of the opinion that the Settlement with Defendant is
5 fair, reasonable and adequate, and is in the best interest of the Settlement Class in
6 light of all known facts and circumstances, including the risks of significant delay,
7 defenses asserted by Defendant, uncertainties regarding class certification, and
8 numerous potential appellate issues. Although it denies any liability, Defendant is
9 agreeing to this Settlement on its behalf and behalf of Defendant solely to avoid the
10 inconveniences and cost of further litigation. The Parties and their counsel have
11 agreed to settle the claims on the terms set forth in this Agreement.

12 F. On January 30, 2024, the Parties participated in mediation with Jason Marsili, Esq.,
13 of Marsili Mediation, an experienced mediator of wage and hour class and PAGA
14 actions. The mediation concluded with a settlement, which was subsequently
15 memorialized in the form of a Memorandum of Understanding.

16 G. This Agreement replaces and supersedes the Memorandum of Understanding and any
17 other agreements, understandings, or representations between the Parties. This
18 Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or will be construed as an admission by
20 Defendant that the claims in the Action of Plaintiff or the Class Members have merit
21 or that Defendant bears any liability to Plaintiff or the Class on those claims or any
22 other claims, or as an admission by Plaintiff that Defendant's defenses in the Action
23 have merit.

24 H. The Parties believe that the Settlement is fair, reasonable, and adequate. The
25 Settlement was arrived at through arm's-length negotiations, considering all relevant
26 factors. The Parties recognize the uncertainty, risk, expense, and delay attendant to
27 continuing the Action through trial and any appeal. Accordingly, the Parties desire to
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1 settle, compromise and discharge all disputes and claims arising from or relating to
2 the Action fully, finally, and forever.

3 I. The Parties agree to certification of the Class for purposes of this Settlement only. If
4 for any reason the settlement does not become effective, Defendant reserves the right
5 to contest certification of any class for any reason and reserves all available defenses
6 to the claims in the Action.

7 Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

8 **III. TERMS OF AGREEMENT**

9 A. Settlement Consideration and Settlement Payments by Defendant.

10 1. Settlement Consideration. In full and complete settlement of the Action, and
11 in exchange for the releases set forth below, Defendant shall pay a Gross
12 Settlement Amount of Three Hundred Thousand Dollars and Zero Cents
13 (\$300,000.00), which shall be inclusive of the following: the sum of the
14 Individual Settlement Payments, the Service Award, the Attorneys' Fees, and
15 Attorneys' Expenses, PAGA Payment, and the Claims Administration
16 Expenses, as specified in this Agreement. The Parties agree that this is a non-
17 reversionary Settlement and that no portion of the Settlement Amount shall
18 revert to Defendant. Other than Defendant's share of employer payroll taxes
19 and/or pursuant to Paragraph III.A.3 below, Defendant shall not be required
20 to pay more than the Settlement Amount.

21 2. Payment of the Settlement Amount. Defendant shall fund the Settlement
22 Amount in two installments. The first payment shall be payable within the
23 later of sixty (60) days after Final Approval, or January 30, 2025, whichever
24 is later, and the second payment shall be due six months thereafter by
25 transferring the installments of the Settlement Amount via wire transfer to the
26 Settlement Administrator.

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1 3. Class Size. Defendant represents that the Settlement Class was comprised of
2 124 individuals who collectively worked approximately 5,000 workweeks
3 from January 11, 2019, through earlier of granting of the preliminary approval
4 motion by the Court or April 30, 2024. Should the actual number of
5 workweeks worked by the Class Members exceed 5,000 by more than 10%,
6 the Parties shall agree to modify the end date of the class period and PAGA
7 period to the pay period on which the workweek count exceeded 5,500
8 workweeks. However, in the alternative, the Parties may also agree to
9 renegotiate the monetary term of this settlement based on changed
10 circumstances.

11 4. Share of Payroll Taxes. Defendant's share of employer side payroll taxes in
12 addition to the Gross Settlement Amount and shall be funded separately from
13 the Gross Settlement Amount.

14 B. Release by Settlement Class Members. As of the Effective Date, Plaintiff and the
15 Settlement Class Members release the Released Parties from the Released Class
16 Claims for the Class Period.

17 C. Release by the PAGA Members. As of the Effective Date, the Plaintiff acting on behalf
18 of the LWDA and the State of California, shall release the Released Parties from the
19 Released PAGA Claims for the PAGA Period.

20 D. Conditions Precedent. This Settlement will become final and effective only upon the
21 occurrence of all of the following events:

- 22 1. The Court enters an order granting preliminary approval of the Settlement;
- 23 2. The Court enters an order granting final approval of the Settlement and a Final
24 Judgment;
- 25 3. If an objector appears at the final approval hearing, the time for appeal of the
26 Final Judgment and Order Granting Final Approval of Class Action
27 Settlement expires; or, if an appeal is timely filed, there is a final resolution of
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any appeal from the Judgment and Order Granting Final Approval of Class
Action Settlement; and

E. Nullification of Settlement Agreement. In the event that this Settlement Agreement is not preliminarily or finally approved by the Court, fails to become effective, or is reversed, withdrawn or modified by the Court, or in any way prevents or prohibits Defendant from obtaining a complete resolution of the Released Claims, or if Defendant fails to fully fund the Settlement Amount:

1. This Settlement Agreement shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural;
2. The conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and
3. None of the Parties to this Settlement will be deemed to have waived any claims, objections, defenses or arguments in the Action, including with respect to the issue of class certification.
4. Defendant will bear only its share of the already-accrued costs of the settlement administrator.

F. Termination. Defendant has the right in its sole and exclusive discretion to terminate and withdraw from the Settlement at any time prior to the date the Court enters final approval if 10.00% or more of Class Members timely and validly opt out of the Settlement. Defendant must make such election within fifteen (15) business days of being notified by the Settlement Administrator of a 10.00% or greater opt-out rate.

G. Certification of the Settlement Class. The Parties stipulate to conditional class certification of the Class for the Class Period for purposes of settlement only. In the

1 event that this Settlement is not approved by the Court, fails to become effective, or is
2 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
3 Defendant from obtaining a complete resolution of the Released Claims, the
4 conditional class certification (obtained for any purpose) shall be void *ab initio* and of
5 no force or effect, and shall not be admissible in any judicial, administrative or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or procedural.

7 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
8 effect of the payments called for, and Class Members and/or PAGA Members are not
9 relying on any statement or representation by the Parties in this regard. Class Members
10 and/or PAGA Members understand and agree that they will be responsible for the
11 payment of any taxes and penalties assessed on the Individual Settlement Payments
12 and/or PAGA Members' individual shares of the PAGA Member Payment described
13 and will be solely responsible for any penalties or other obligations resulting from their
14 personal tax reporting of Individual Settlement Payments and/or PAGA Members'
15 individual shares of the PAGA Member Payment.

16 I. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section,
17 the "acknowledging party" and each Party to this Agreement other than the
18 acknowledging party, an "other party") acknowledges and agrees that: (1) no provision
19 of this Agreement, and no written communication or disclosure between or among the
20 Parties or their attorneys and other advisers, is or was intended to be, nor shall any
21 such communication or disclosure constitute or be construed or be relied upon as, tax
22 advice within the meaning of United States Treasury Department circular 230 (31 CFR
23 part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his,
24 her or its own, independent legal and tax counsel for advice (including tax advice) in
25 connection with this Agreement, (b) has not entered into this Agreement based upon
26 the recommendation of any other Party or any attorney or advisor to any other Party,
27 and (c) is not entitled to rely upon any communication or disclosure by any attorney
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1 or adviser to any other party to avoid any tax penalty that may be imposed on the
2 acknowledging party, and (3) no attorney or adviser to any other Party has imposed
3 any limitation that protects the confidentiality of any such attorney's or adviser's tax
4 strategies (regardless of whether such limitation is legally binding) upon disclosure by
5 the acknowledging party of the tax treatment or tax structure of any transaction,
6 including any transaction contemplated by this Agreement.

7 J. Preliminary Approval Motion. Within sixty (60) calendar days of execution of this
8 Agreement or as soon as reasonably possible, Class Counsel shall draft and file with
9 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
10 which shall include this Settlement Agreement. Plaintiff will provide Defendant's
11 counsel with a draft of the Motion at least five (5) business days prior to the filing of
12 the Motion to give Defendant an opportunity to propose changes or additions to the
13 Motion.

14 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
15 establishing and administering the QSF; calculating, processing and mailing payments
16 to the Class Representative, Class Counsel, LWDA and Class Members; printing and
17 mailing the Notice Packets to the Class Members as directed by the Court; receiving
18 and reporting the objections and requests for exclusion; calculating, deducting and
19 remitting all legally required taxes from Individual Settlement Payments and
20 distributing tax forms for the Wage Portion, the Penalties Portion, and the Interest
21 Portion of the Individual Settlement Payments and/or PAGA Members' individual
22 shares of the PAGA Member Payment; processing and mailing tax payments to the
23 appropriate state and federal taxing authorities; providing declaration(s) as necessary
24 in support of preliminary and/or final approval of this Settlement; and other tasks as
25 the Parties mutually agree or the Court orders the Settlement Administrator to perform.
26 The Settlement Administrator shall keep the Parties timely apprised of the performance
27 of all Settlement Administrator responsibilities by among other things, sending a
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1 weekly status report to the Parties' counsel stating the date of the mailing, the of
2 number of Elections Not to Participate in Settlement it receives (including the numbers
3 of valid and deficient), and number of objections received.

4 L. Notice Procedure.

5 1. Class Data. No later than thirty (30) calendar days after the Preliminary
6 Approval Date, Defendant shall provide the Settlement Administrator with the
7 Class Data for purposes of preparing and mailing Notice Packets to the Class
8 Members.

9 2. Notice Packets.

10 a) The Notice Packet shall contain the Notice of Class Action Settlement
11 in a form substantially similar to the form attached as **Exhibit A**. The
12 Notice of Class Action Settlement shall inform Class Members and
13 PAGA Members that they need not do anything in order to receive an
14 Individual Settlement Payment and/or PAGA Members' individual
15 shares of the PAGA Member Payment and to keep the Settlement
16 Administrator apprised of their current mailing address, to which the
17 Individual Settlement Payments and/or PAGA Members' individual
18 shares of the PAGA Member Payment will be mailed following the
19 Funding Date. The Notice of Class Action Settlement shall set forth
20 the release to be given by all members of the Class who do not request
21 to be excluded from the Settlement Class and/or PAGA Members in
22 exchange for an Individual Settlement Payment and/or PAGA
23 Members' individual shares of the PAGA Member Payment, the
24 number of Workweeks worked by each Class Member during the
25 Class Period and PAGA Period, if any, and the estimated amount of
26 their Individual Settlement Payment if they do not request to be
27 excluded from the Settlement and each PAGA Members' share of the
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1 PAGA Member Payment, if any. The Settlement Administrator shall
2 use the Class Data to determine Class Members' Workweeks and
3 PAGA Pay Periods. The Notice will also advise the PAGA Class
4 Members that they will release the Released PAGA Claims and will
5 receive their share of the PAGA Member Payment regardless of
6 whether they request to be excluded from the Settlement.

7 b) The Notice Packet's mailing envelope shall include the following
8 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
9 ENTITLED TO PARTICIPATE IN A CLASS ACTION
10 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
11 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
12 NOTICE."

13 3. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the
14 Settlement Administrator will perform a search based on the National Change
15 of Address Database to update and correct any known or identifiable address
16 changes. No later than twenty one (21) calendar days after preliminary
17 approval of the Settlement, the Settlement Administrator shall mail copies of
18 the Notice Packet to all Class Members via regular First-Class U.S. Mail and
19 electronic mail. The Settlement Administrator shall exercise its best judgment
20 to determine the current mailing address for each Class Member. The address
21 identified by the Settlement Administrator as the current mailing address shall
22 be presumed to be the best mailing address for each Class Member.

23 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
24 Administrator as non-delivered on or before the Response Deadline shall be
25 re-mailed to any forwarding address provided. If no forwarding address is
26 provided, the Settlement Administrator shall promptly attempt to determine a
27 correct address by lawful use of skip-tracing, or other search using the name,
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1 address and/or Social Security number of the Class Member involved, and
2 shall then perform a re-mailing, if another mailing address is identified by the
3 Settlement Administrator. In addition, if any Notice Packets, which are
4 addressed to Class Members who are currently employed by Defendant, are
5 returned to the Settlement Administrator as non-delivered and no forwarding
6 address is provided, the Settlement Administrator shall notify Defendant.
7 Defendant will request that the currently employed Class Member provide a
8 corrected address, and transmit to the Administrator any corrected address
9 provided by the Class Member. Class Members who received a re-mailed
10 Notice Packet shall have their Response Deadline extended fifteen (15) days
11 from the original Response Deadline.

12 5. Disputes Regarding Individual Settlement Payments. Class Members will
13 have the opportunity, should they disagree with Defendant’s records regarding
14 the start and end dates of employment to provide documentation and/or an
15 explanation to show contrary dates. If there is a dispute, the Settlement
16 Administrator will consult with the Parties to determine whether an
17 adjustment is warranted. The Settlement Administrator shall determine the
18 eligibility for, and the amounts of, any Individual Settlement Payments under
19 the terms of this Agreement. The Settlement Administrator’s determination
20 of the eligibility for and amount of any Individual Settlement Payment shall
21 be binding upon the Class Member and the Parties.

22 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
23 by the Settlement Administrator concerning the administration of the
24 Settlement will be resolved by the Court under the laws of the State of
25 California. Defendant’ records will be presumptively determinative in any
26 dispute over entitlement to payment or over membership in the Class. Before
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1 any such involvement of the Court, counsel for the Parties will confer in good
2 faith to resolve the disputes without the necessity of involving the Court.

3 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
4 Packet shall state that Class Members who wish to exclude themselves from
5 the Settlement must submit a signed copy of the Request for Exclusion form
6 to the Settlement Administrator by the Response Deadline. A Request for
7 Exclusion form will be mailed together with the Notice Packet to all Class
8 Members. The Request for Exclusion will not be valid if it is not timely
9 submitted, if it is not signed by the Class Member, or if it does not contain the
10 name and address and last four digits of the Social Security number of the
11 Class Member. The date of the postmark on the mailing envelope or fax stamp
12 on the Request for Exclusion shall be the exclusive means used to determine
13 whether the request for exclusion was timely submitted. Any Class Member
14 who submits a timely Request for Exclusion shall be excluded from the
15 Settlement Class will not be entitled to an Individual Settlement Payment and
16 will not be otherwise bound by the terms of the Settlement or have any right
17 to object, appeal or comment thereon. However, any Class Member that
18 submits a timely Request for Exclusion that is also an PAGA Member will
19 still receive his/her pro rata share of the PAGA Member Payment, as specified
20 below, and in consideration, will be bound by the Release by the PAGA
21 Members as set forth herein. Settlement Class Members who fail to submit a
22 valid and timely Request for Exclusion on or before the Response Deadline
23 shall be bound by all terms of the Settlement and any final judgment entered
24 in this Action if the Settlement is approved by the Court. No later than
25 fourteen (14) calendar days after the Response Deadline, the Settlement
26 Administrator shall provide counsel for the Parties with a final list of the Class
27 Members who have timely submitted timely Requests for Exclusion.

1 8. Objections. The Notice of Class Action Settlement contained in the Notice
2 Packet shall state that Class Members who wish to object to the Settlement
3 may submit to the Settlement Administrator a written statement of objection
4 (“Notice of Objection”) by the Response Deadline. The postmark date of
5 mailing shall be deemed the exclusive means for determining that a Notice of
6 Objection was served timely. The Notice of Objection, if in writing, must be
7 signed by the Settlement Class Member and state: (1) the case name and
8 number; (2) the name of the Settlement Class Member; (3) the address of the
9 Settlement Class Member; (4) the last four digits of the Settlement Class
10 Member’s Social Security number; (5) the basis for the objection; and (6) if
11 the Settlement Class Member intends to appear at the Final
12 Approval/Settlement Fairness Hearing. Class Members who fail to make
13 objections in writing in the manner specified above may still make their
14 objections orally at the Final Approval/Settlement Fairness Hearing with the
15 Court’s permission. Settlement Class Members will have a right to appear at
16 the Final Approval/Settlement Fairness Hearing to have their objections heard
17 by the Court regardless of whether they submitted a written objection. At no
18 time shall any of the Parties or their counsel seek to solicit or otherwise
19 encourage Class Members to file or serve written objections to the Settlement
20 or appeal from the Order and Final Judgment. Class Members who submit a
21 written request for exclusion may not object to the Settlement. Class Members
22 may not object to the PAGA Payment.

23 M. Funding and Allocation of the Settlement Amount. Defendant is required to pay the
24 Settlement Amount plus any employer’s share of payroll taxes as mandated by law
25 within the time specified hereinabove.

26 1. Calculation of Individual Settlement Payments. Individual Settlement
27 Payments shall be paid from the Net Settlement Amount and shall be paid
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pursuant to the formula set forth herein. Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks during the Class Period for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payments. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments for Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the PAGA Members. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Pay Periods for all PAGA Members during the PAGA Period. The respective PAGA Pay Periods for each PAGA Member will be divided by the total PAGA Pay Periods for all PAGA Members, resulting in the "PAGA Payment Ratio" for each PAGA Member. Each PAGA Member's PAGA Payment Ratio will then be multiplied by the PAGA Member Payment to calculate each PAGA Member's estimated share of the PAGA Member Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be apportioned as follows: 10% as payment for alleged unpaid wages, 90% as alleged unpaid interest and civil and statutory penalties. The Wage Portion of the Individual Settlement Payments shall be reported on IRS Form W-2 and the Penalty Portion and Interest Portion of the Individual Settlement Payments shall be reported on IRS Form 1099 issued

1 by the Settlement Agreement. Plaintiff and each Settlement Class Member
2 bear the full responsibility for payment of any taxes or withholding that are
3 found to be owed from the Individual Class Payment.

4 4. Allocation of PAGA Member Payments. For tax purposes, PAGA Member
5 Payments shall be allocated and treated as 100% penalties and shall be
6 reported on IRS Form 1099. Payroll tax withholdings and deductions will not
7 be withheld from these Individual PAGA Member Payments. Plaintiff and
8 each PAGA Member bears the full responsibility for payment of any taxes or
9 withholding that are found to be owed from the PAGA Member Payments.

10 5. No Credit Toward Benefit Plans. The Individual Settlement Payments and
11 individual shares of the PAGA Member Payment made to Settlement Class
12 Members and/or PAGA Members under this Settlement Agreement, as well
13 as any other payments made pursuant to this Settlement Agreement, will not
14 be utilized to calculate any additional benefits under any benefit plans to
15 which any Class Members may be eligible, including, but not limited to profit-
16 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans,
17 sick leave plans, PTO plans, and any other benefit plan. Rather, it is the
18 Parties' intention that this Settlement Agreement will not affect any rights,
19 contributions, or amounts to which any Class Members may be entitled under
20 any benefit plans.

21 6. All monies received by Settlement Class Members under the Settlement which
22 are attributable to wages shall constitute income to such Settlement Class
23 Members solely in the year in which such monies actually are received by the
24 Settlement Class Members. It is the intent of the Parties that Individual
25 Settlement Payments and individual shares of the PAGA Member Payment
26 provided for in this Settlement agreement are the sole payments to be made by
27 Defendant to Settlement Class Members and/or PAGA Members in connection
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1 with this Settlement Agreement, with the exception of Plaintiff, and that the
2 Settlement Class Members and/or PAGA Members are not entitled to any new
3 or additional compensation or benefits as a result of having received the
4 Individual Settlement Payments and/or their shares of the PAGA Member
5 Payment.

6 7. Mailing. Individual Settlement Payments and individual shares of the PAGA
7 Member Payment shall be mailed by regular First-Class U.S. Mail to
8 Settlement Class Members' and/or PAGA Members' last known mailing
9 address no later than fifteen (15) business days after the Funding Date.

10 8. Expiration. Any checks issued to Settlement Class Members and PAGA
11 Members shall remain valid and negotiable for one hundred and eighty (180)
12 days from the date of their issuance. If a Settlement Class Member and/or
13 PAGA Member does not cash his or her settlement check within 90 days, the
14 Settlement Administrator will send a letter to such persons, advising that the
15 check will expire after the 180th day, and invite that Settlement Class Member
16 and/or PAGA Members to request reissuance in the event the check was
17 destroyed, lost or misplaced. In the event an Individual Settlement Payment
18 and/or PAGA Members' individual share of the PAGA Member Payment
19 check has not been cashed within one hundred and eighty (180) days, all funds
20 represented by such uncashed checks, plus any interest accrued thereon, shall
21 revert to the State of California Unclaimed Property Fund.

22 9. Service Award. In addition to the Individual Settlement Payment and his
23 individual share of the PAGA Member Payment to be paid to Plaintiff,
24 Plaintiff will apply to the Court for an award of not more than \$10,000.00, as
25 the Service Award. Defendant will not oppose a Service Award of not more
26 than \$10,000.00 for Plaintiff. The Settlement Administrator shall pay the
27 Service Award, either in the amount stated herein if approved by the Court or
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1 some other amount as approved by the Court, to Plaintiff from the Gross
2 Settlement Amount no later than fifteen (15) business days after the Funding
3 Date. Any portion of the requested Service Award that is not awarded to the
4 Class Representative shall be part of the Net Settlement Amount and shall be
5 distributed to Settlement Class Members as provided in this Agreement. The
6 Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff
7 for his Service Award. Plaintiff shall be solely and legally responsible to pay
8 any and all applicable taxes on her Service Award and shall hold harmless the
9 Released Parties from any claim or liability for taxes, penalties, or interest
10 arising as a result of the Service Award. The Service Award shall be in
11 addition to Plaintiff’s Individual Settlement Payment as a Settlement Class
12 Member. Approval of this Settlement shall not be conditioned on Court
13 approval of the requested amount of the Service Award. If the Court reduces
14 or does not approve the requested Service Award, Plaintiff shall not have the
15 right to revoke the Settlement, and it will remain binding.

16 10. Attorneys’ Fees and Attorneys’ Expenses. Defendant understands Class
17 Counsel will file a motion for Attorneys’ Fees not to exceed one-third of the
18 Gross Settlement Amount currently estimated to be \$100,000.00 *and*
19 Attorneys’ Expenses supported by Class Counsel’s billing statement not to
20 exceed Twenty Five Thousand Dollars and Zero Cents (\$25,000.00). Any
21 awarded Attorneys’ Fees and Attorneys’ Expenses shall be paid from the
22 Gross Settlement Amount. Any portion of the requested Attorneys’ Fees
23 and/or Attorneys’ Expenses that are not awarded to Class Counsel shall be
24 part of the Net Settlement Amount and shall be distributed to Settlement Class
25 Members as provided in this Agreement. The Settlement Administrator shall
26 allocate and pay the Attorneys’ Fees to Class Counsel from the Gross
27 Settlement Amount no later than Fifteen (15) calendar days after the Funding
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1 Date. Class Counsel shall be solely and legally responsible to pay all
2 applicable taxes on the payment made pursuant to this paragraph. The
3 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class
4 Counsel for the payments made pursuant to this paragraph. If the Court
5 reduces or does not approve the requested Attorneys’ Fees, or Attorneys’
6 Expenses, Plaintiff and Class Counsel shall not have the right to revoke the
7 Settlement, or to appeal such order, and the Settlement will remain binding.

8 11. PAGA Payment. Twenty Thousand Dollars (\$20,000) shall be allocated from
9 the Gross Settlement Amount for settlement of claims for civil penalties under
10 the Private Attorneys General Act of 2004 (“PAGA Penalties”). The
11 Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
12 Settlement (\$15,000) to the California Labor and Workforce Development
13 Agency no later than fifteen (15) calendar days after the Effective Date
14 (hereinafter “LWDA Payment”). Twenty-five percent (25%) of the PAGA
15 Settlement (\$5,000) will be distributed to the PAGA Members as described in
16 this Agreement (hereinafter “PAGA Member Payment”). For purposes of
17 distributing the PAGA Member Payments to the PAGA Members, each
18 PAGA Member shall receive their pro-rata share of the PAGA Member
19 Payment using the PAGA Payment Ratio as defined above.

20 12. Claims Administration Expenses. The Settlement Administrator shall be paid
21 for the costs of administration of the Settlement from the Gross Settlement
22 Amount. The estimate of the Administration Costs is \$10,000.00. The
23 Settlement Administrator shall be paid the Claims Administration Expenses
24 no later than fifteen (15) calendar days after the Funding Date.

25 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
26 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
27 twenty-eight (28) days following the expiration of the Response Deadline, which
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1 motion shall request final approval of the Settlement and a determination of the
2 amounts payable for the Service Award, the Attorneys' Fees and Attorneys'
3 Expenses, the PAGA Payment, and the Claims Administration Expenses. The Parties
4 agree that the proposed judgment submitted to the Court in connection with the
5 motion for final approval shall include language entering judgment on Plaintiff's
6 Operative Complaint in its entirety, with prejudice, subject to Court approval.
7 Plaintiff will provide Defendant's counsel with a draft of the Motion at least 5
8 business days prior to the filing of the Motion to give Defendant an opportunity to
9 propose changes or additions to the Motion.

10 1. Declaration by Settlement Administrator. No later than seven (7) days after
11 the Response Deadline, the Settlement Administrator shall submit a
12 declaration in support of Plaintiff's motion for final approval of this
13 Settlement detailing the number of Notice Packets mailed and re-mailed to
14 Class Members, the number of undeliverable Notice Packets, the number of
15 timely requests for exclusion, the number of objections received, the amount
16 of the average Individual Settlement Payment and highest Individual
17 Settlement Payment, the Claims Administration Expenses, and any other
18 information as the Parties mutually agree or the Court orders the Settlement
19 Administrator to provide.

20 2. Final Approval Order and Judgment. Class Counsel shall present an Order
21 Granting Final Approval of Class Action Settlement to the Court for its
22 approval, and Judgment thereon, at the time Class Counsel files the Motion
23 for Final Approval.

24 N. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
25 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
26 Final Approval, including the Order Granting Final Approval of Class Action
27 Settlement, and Judgment before filing with the Court. The Parties and their counsel
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1 will cooperate with each other and use their best efforts to obtain the Court's approval
2 of the Motions for Preliminary and Final Approval of the Settlement, and entry of
3 Judgment.

4 O. Cooperation. The Parties and their counsel will cooperate with each other and use
5 their best efforts to finalize the Settlement, and to use any other efforts that may be
6 necessary by order of the Court, or otherwise, to effectuate the Settlement.

7 P. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action,
8 except such proceedings necessary to implement and complete the Settlement, pending
9 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

10 Q. Amendment or Modification. This Agreement may be amended or modified only by
11 a written instrument signed by counsel for all Parties or their successors-in-interest.

12 R. Entire Agreement. This Agreement and any attached Exhibit constitute the entire
13 Agreement among these Parties, and no oral or written representations, warranties or
14 inducements have been made to any Party concerning this Agreement or its Exhibit
15 other than the representations, warranties and covenants contained and memorialized
16 in this Agreement and its Exhibit.

17 S. Notice of Settlement to the LWDA. Plaintiff is responsible for timely filing a notice of
18 claim and notice of settlement with the LWDA.

19 T. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
20 represent they are expressly authorized by the Parties whom they represent to negotiate
21 this Agreement and to take all appropriate Action required or permitted to be taken by
22 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
23 documents required to effectuate the terms of this Agreement. The persons signing
24 this Agreement on behalf of Defendant represents and warrants that he/she is
25 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
26 warrants that she is authorized to sign this Agreement and that she has not assigned
27 any claim, or part of a claim, covered by this Settlement to a third-party.
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- 1 U. No Public Comment: The Parties and their counsel agree that they will not issue any
2 press releases, initiate any contact with the press, respond to any press inquiry, or have
3 any communication with the press about the fact, amount or terms of the Settlement
4 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
5 of its terms for any marketing or promotional purposes. Nothing herein will restrict
6 Class Counsel from including publicly available information regarding this settlement
7 in future judicial submissions regarding Class Counsel's qualifications and experience.
8 Further, Class Counsel will not include, reference or use the Settlement Agreement for
9 any marketing or promotional purposes, either before or after the Motion for
10 Preliminary Approval is filed.
- 11 V. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
12 to the benefit of, the successors or assigns of the Parties, as previously defined.
- 13 W. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
14 shall be governed by and interpreted according to the laws of the State of California.
- 15 X. Counterparts. This Agreement may be executed in one or more counterparts by
16 facsimile, electronic signature, or email which for purposes of this Agreement shall be
17 accepted as an original. All executed counterparts and each of them shall be deemed
18 to be one and the same instrument. Any executed counterpart will be admissible in
19 evidence to prove the existence and contents of this Agreement.
- 20 Y. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
21 is a fair, adequate and reasonable settlement of this Action and have arrived at this
22 Settlement after extensive arms-length negotiations, taking into account all relevant
23 factors, present and potential.
- 24 Z. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with
25 respect to the interpretation, implementation and enforcement of the terms of this
26 Agreement and all orders and judgments entered in connection therewith, and the
27 Parties and their counsel submit to the jurisdiction of the Court for purposes of
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1 interpreting, implementing and enforcing the settlement and all orders and judgments
2 entered in connection with this Agreement.

3 AA. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
4 the Court shall first attempt to construe the provisions valid to the fullest extent
5 possible consistent with applicable precedents so as to define all provisions of this
6 Agreement valid and enforceable.

7 BB. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
8 intend to pursue any claims against the Released Parties, including, but not limited to,
9 any and all claims relating to or arising from Plaintiff's employment with Defendant,
10 regardless of whether Class Counsel is currently aware of any facts or legal theories
11 upon which any claims or causes of action could be brought against Released Parties,
12 including those facts or legal theories alleged in the Operative Complaint in this
13 Action. The Parties further acknowledge, understand and agree that this representation
14 is essential to the Agreement and that this Agreement would not have been entered
15 into were it not for this representation.

16 CC. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
17 certification for purposes of this settlement only.

18 DD. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
19 Released Claims have merit and give rise to liability on the part of Defendant.
20 Defendant claims that the Released Claims have no merit and do not give rise to
21 liability. This Agreement is a compromise of disputed claims. Nothing contained in
22 this Agreement and no documents referred to and no action taken to carry out this
23 Agreement may be construed or used as an admission by or against the Defendant or
24 Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other
25 than as may be specifically set forth herein, each Party shall be responsible for and
26 shall bear its/his own attorney's fees and costs.

1 EE. Attorneys' Fees and Costs. In the event of any default or breach of this Settlement
2 Agreement by the Defendant, the Class Members, individually or collectively, and the
3 Plaintiff, may bring an action to enforce the terms of this Settlement Agreement. If the
4 Class Members or the Plaintiff prevail in such an enforcement action, they shall be
5 entitled to recover their reasonable attorneys' fees and costs incurred in bringing and
6 prosecuting the enforcement action.

7
8 IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

9 DATED: 16/09/24 
Alan Carrillo (Sep 16, 2024 09:46 PDT)
10 Alan Carrillo

11 IS SO AGREED, FORM AND CONTENT, BY DEFENDANT:

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13 DATED: 9/12/2024 
14 Derek Flores, President
15 TCG Construction, Inc.

16 IT IS SO AGREED AS TO FORM BY COUNSEL:

17
18 DATED: 24/09/16 SELIGSON LAW
19 By: *Kenneth Seligson*
20 Attorneys for Plaintiff and the Settlement Class
21 Members and PAGA Members

22
23 DATED: 16/09/24 ZAKAY LAW GROUP, APLC
24 By: *Shani Zakay*
Shani Zakay (Sep 16, 2024 12:16 PDT)
25 Attorneys for Plaintiff and the Settlement Class
26 Members and PAGA Members

27
28 DATED: 24/09/16 JCL LAW FIRM, APC

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By: 
Claude Lapuyade (Sep 16, 2024 10:59 PDT)

Attorneys for Plaintiff and the Settlement Class
Members and PAGA Members

DATED: 9/13/2024

GORDON & REESE SCULLY MANSUKHANI, LLP

By: 
Mollie M. Burks
Sat Sang S. Khalsa
Matthew A. Mallet
Attorneys for Defendant

4828-2706-0977, v. 1

EXHIBIT 2

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julieann@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

ALAN CARRILLO, an individual(s), on behalf
of himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

TCG CONSTRUCTION, INC., a California
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: CGC-23-603951

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Date: November 25, 2024

Time: 9:30 a.m.

Dept: 302

Judge: Hon. Richard B. Ulmer

HAROLD KAHN

FILED
Superior Court of California
County of San Francisco

NOV 25 2024

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

1 This matter having come before the Honorable Richard B. Ulmer, of the Superior Court of the
2 State of California, in and for the County of San Francisco, at 9:30 a.m. on November 25, 2024, with
3 Kenneth Seligson, Esq., of Seligson Law P.C., Jean-Claude Lapuyade, Esq., of the JCL Law Firm,
4 APC, and Shani O. Zakay, Esq. of the Zakay Law Group, APLC, as counsel for Plaintiff Alan Carrillo
5 (“Plaintiff”), and Sat Sang, Esq. and Mollie Burks. of Gordon Rees Scully Mansukhani, LLP, appearing
6 for Defendant TCG Construction, Inc., a California Corporation (hereinafter “Defendant”). The Court,
7 having carefully considered the briefs, argument of counsel and all the matters presented to the Court,
8 and good cause appearing, hereby GRANTS Plaintiff’s Motion for Preliminary Approval of Class
9 Action Settlement.

10 **IT IS HEREBY ORDERED:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
12 (“Settlement Agreement” or “Agreement”), a true and correct copy of which is attached hereto as
13 **Exhibit “1”**. This is based on the Court’s determination that the Settlement Agreement is within the
14 range of possible final approval, pursuant to the provisions of Section 382 of the California Code of
15 Civil Procedure and California Rules of Court, rule 3.769.

16 2. This Order incorporates by reference the definitions in the Agreement, and all terms
17 defined therein shall have the same meaning in this Order as set forth in the Agreement.

18 3. Subject to the terms of the Settlement Agreement, the Total Settlement Amount that
19 Defendant shall pay is Three Hundred Thousand Dollars and Zero Cents (\$300,000.00). It appears to
20 the Court on a preliminary basis that the settlement amount and terms are fair, adequate, and reasonable
21 as to all Class Members when balanced against the probable outcome of further litigation relating to
22 certification, liability, and damages issues. It further appears that investigation and research have been
23 conducted such that counsel for the Parties are able to reasonably evaluate their respective positions. It
24 further appears to the Court that settlement at this time will avoid substantial additional costs by all
25 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the
26 litigation. It further appears that the Settlement has been reached as the result of intensive, serious, and
27 non-collusive arms-length negotiations.

28 4. The Court preliminarily finds that the Settlement appears to be within the range of

1 reasonableness of a settlement that could ultimately be given final approval by this Court. The Court
2 has reviewed the monetary recovery that is being granted as part of the Settlement and preliminarily
3 finds that the monetary settlement awards made available to the Class Members are fair, adequate, and
4 reasonable when balanced against the probable outcome of further litigation relating to certification,
5 liability, and damages issues.

6 5. Plaintiff seeks Attorneys' Fees and Costs in the amount of up-to one-third of the Total
7 Settlement Amount for attorneys' fees, currently estimated at One Hundred Thousand Dollars
8 (\$100,000.00) plus a reimbursement of reasonably incurred expenses in an amount of up to Twenty-
9 Five Thousand Dollars (\$25,000.00), and a proposed Enhancement Payment to the Class
10 Representative, Alan Carrillo, in an amount of not more than Ten Thousand Dollars and Zero Cents
11 (\$10,000.00). While these awards appear to be within the range of reasonableness, the Court will not
12 approve the Attorneys Fees and Costs, or the Enhancement Payment until the Final Approval Hearing.

13 6. The Court recognizes that Plaintiff and Defendant stipulate and agree to certification of
14 a class for settlement purposes only. This stipulation will not be deemed admissible in this, or any other
15 proceeding should this Settlement not become final. For settlement purposes only, the Court
16 conditionally certifies the following Class:

17 all current and former non-exempt employees who worked for TCG Construction Group, Inc. in
18 California any time or times between January 11, 2019, through February 29, 2024, (the "Class
19 Period"), and excluding any persons who are currently represented by counsel and have a civil
20 action pending, and also excluding any persons who opt-out of the class.

21 7. The Court concludes that, for settlement purposes only, the Class meets the requirements
22 for certification under section 382 of the California Code of Civil Procedure in that: (a) the Class is
23 ascertainable and so numerous that joinder of all members of the Class Members is impracticable; (b)
24 common questions of law and fact predominate, and there is a well-defined community of interest
25 amongst the Class Members with respect to the subject matter of the litigation; (c) the claims of the
26 Class Representative are typical of the claims of the Class Members; (d) the Class Representative will
27 fairly and adequately protect the interests of the Class Members; (e) a class action is superior to other
28 available methods for the efficient adjudication of this controversy; and (f) Class Counsel are qualified

1 to act as counsel for the Class Representative in his individual capacity and as the representative of the
2 Class Members.

3 8. The Court provisionally appoints Plaintiff Alan Carrillo as the representative of the Class.

4 9. The Court provisionally appoints Kenneth Seligson, Esq. of Seligson Law, P.C., Jean-
5 Claude Lapuyade, Esq., of JCL Law Firm, APC, and Shani Zakay, of Zakay Law Group, APLC as
6 Class Counsel for the Class Members.

7 10. The Court hereby approves, as to form and content, the Proposed Class Notice ("Class
8 Notice") attached to the Agreement as **Exhibit "A"**. The Court finds that the notice appears to fully
9 and accurately inform the Class Members and Aggrieved Employees of all material elements of the
10 proposed Settlement, including the right of any Class Member to be excluded from the Class by
11 submitting a written request for exclusion, and of each Class Member's right and opportunity to object
12 to the Settlement. The Court further finds that the distribution of the notices substantially in the manner
13 and form set forth in the Agreement and this Order meets the requirements of due process, is the most
14 reasonable notice under the circumstances, and shall constitute due and sufficient notice to all persons
15 entitled thereto. The Court orders the mailing of the notices by first class mail, pursuant to the terms
16 set forth in the Agreement.

17 11. The Court hereby appoints ILYM Group as Settlement Administrator. Within thirty (30)
18 days after the Preliminary Approval Date, Defendant shall provide the Settlement Administrator with
19 the Class Data, including information regarding Class Members that Defendant will in good faith
20 compile from its records, including each Class Member's full name, last-known mailing address, Social
21 Security number, telephone number, and number of Class Period Workweeks and PAGA Pay Periods.
22 No later than twenty-one (21) calendar days after preliminary approval of the Settlement, the Settlement
23 Administrator shall mail and email copies of the Notice Packet to all Class Members via first class U.S.
24 Mail.

25 12. The Court hereby preliminarily approves the proposed procedure for exclusion from the
26 Settlement. Any Class Member may individually choose to opt out of and be excluded from the
27 Settlement as provided in the Notice by following the instructions for requesting exclusion from the
28 Settlement of the Released Class Claims that are set forth in the Notice. All requests for exclusion must

1 be postmarked or received by the Response Deadline which is forty-five (45) calendar days after the
2 Settlement Administrator mails the Notice Packets to Class Members or, in the case of re-mailed
3 Notice, not more than fifteen (15) days from the original Response Deadline. Any such person who
4 chooses to opt out of and be excluded from the Settlement will not be entitled to an Individual Class
5 Payment under the Settlement and will not be bound by the Class Release provisions in the Agreement,
6 or have any right to object, appeal or comment thereon. Class Members who have not requested
7 exclusion shall be bound by all determinations of the Court, the Agreement, and Judgment.

8 13. Any Class Member may appear at the final approval hearing, regardless of whether they
9 have submitted a timely written objection and notice of intention to appear. Class Members may
10 express their views regarding the Settlement and may present evidence and file briefs or other papers
11 that may be proper and relevant to the issues to be heard and determined by the Court as provided in
12 the Notice. Class Members will have forty-five (45) calendar days from the date the Settlement
13 Administrator mails the Class Notice to postmark their written objections to the Settlement
14 Administrator.

15 14. A final approval hearing shall be held before this Court on 3/17/2025 at
16 9:30 AM PM in Department 301 of the San Francisco County Superior Court to determine all
17 necessary matters concerning the Settlement, including: whether the proposed settlement of the Action
18 on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should
19 be finally approved by the Court; whether an Order Granting Final Approval should be entered herein;
20 whether the plan of allocation contained in the Agreement should be approved as fair, adequate and
21 reasonable to the Class; and to finally approve the Attorneys' Fees and Costs, Enhancement Payment,
22 and the Settlement Administration Expenses. All papers in support of the motion for final approval and
23 the motion for Attorneys' Fees and Costs and Enhancement Payment shall be filed with the Court and
24 served on all counsel within twenty-eight (28) days following the expiration of the Response Deadline.

25 15. In the event the Settlement does not become effective in accordance with the terms of the
26 Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become
27 effective for any reason, this Settlement Agreement shall be rendered null and void and shall be vacated,
28 and the Parties shall revert to their respective positions as of before entering into the Agreement. In

1 such an event, the Court's orders regarding the Settlement, including this Preliminary Approval Order,
2 shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to
3 alter the terms of the Settlement Agreement with respect to the effect of the Settlement Agreement if it
4 is not approved.

5 16. The Court reserves the right to adjourn or continue the date of the final approval hearing
6 and all dates provided for in the Agreement without further notice to Class Members and retains
7 jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

8
9
10 Dated: 11/25/24


11 HON. RICHARD B. ULMER *HAGOOD KAHN*
12 JUDGE OF THE SUPERIOR COURT *(C.R.)*

EXHIBIT 3

EXHIBIT 4

Activities Export

03/03/2025

5:11 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/03/2025	\$	Cost to file motion for final approval in SF superior court ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$60.00	-	\$60.00
02/27/2025	🕒	drafting the lodestar section of the MFA, incorporate the declaration sections into the MFA; review and revise brief draft; discuss drafting of the MFA with KM ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	8.20h	\$495.00	-	\$4,059.00
02/26/2025	🕒	Edits the MFA, and circulate drafts of declaration for review; draft and revise the seligson decl. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	4.20h	\$495.00	-	\$2,079.00
02/25/2025	🕒	Drafting edits to the MFA, and declaration for counsel; draft and edit the proposed judgment ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	4.50h	\$495.00	-	\$2,227.50
02/20/2025	🕒	review case status; prep email to RT; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
02/20/2025	🕒	Call with RT about the MFA drafting updates ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
01/31/2025	🕒	CA status meeting ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
01/31/2025	🕒	CA status meeting ● Unbilled	00024-Claude Carrillo v. TCG	Ross Tizes	0.10h	\$375.00	-	\$37.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

5:11 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Construction Inc.								
01/27/2025		review mail; and send calendar invites for the CMC statement and the hearing  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
01/27/2025		Monday Briefing  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
01/16/2025		review and revise the declaration in support of MFA  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.50h	\$495.00	-	\$742.50
01/15/2025		Created KS decl ISO MFA  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.50h	\$375.00	-	\$562.50
01/15/2025		Discuss KS decl w/ KS, KM  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
01/15/2025		discuss decl of KS with RT and KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
01/14/2025		Correspond with team re: next steps and motion for final approval  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
01/13/2025		Redlining MFA Email to class administrator Began drafting KS decl Email to Tesla  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	2.00h	\$375.00	-	\$750.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/10/2025	 Unbilled	Finished drafting MFA MPA	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.00h	\$375.00	-	\$375.00
01/09/2025	 Unbilled	Review RT edits to the MFA	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.70h	\$495.00	-	\$841.50
01/08/2025	 Unbilled	MFA drafting	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.50h	\$375.00	-	\$562.50
01/08/2025	 Unbilled	Call w/ RT re MFA	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.30h	\$495.00	-	\$148.50
01/08/2025	 Unbilled	Call w/ KS re MFAI	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.30h	\$375.00	-	\$112.50
01/08/2025	 Unbilled	motion for final approval drafting	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.00h	\$375.00	-	\$375.00
01/01/2025	 Unbilled	transition mtg with RT	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
12/19/2024	 Unbilled	CA Status Meeting	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
12/19/2024	 Unbilled	CA Status Meeting	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/10/2024	 	Calendaring corresponding filing deadline for MFA Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.30h	\$375.00	-	\$112.50
12/09/2024	 	CA Status meeting Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
12/09/2024	 	CA Status meeting Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
12/09/2024	 	review Cassandra email; provide information for notice packet Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
12/04/2024	 	Call with KM, KS Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.20h	\$375.00	-	\$75.00
12/04/2024	 	Found lodestar brief and converted to word for KM Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.30h	\$375.00	-	\$112.50
12/04/2024	 	Call with KS RT re: administration and final approval Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
12/03/2024	 	Draft email to RT for the signed order and notice to ILym Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
11/25/2024	 	motion for preliminary approval hearing Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/25/2024		texts and messages with KS re: remote appeacne for prelim approval  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
11/25/2024		Check tentative and review the calendar re: the dates for the continued CMC hearing  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
11/22/2024		CA Status meeting  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
11/22/2024		CA status meeting  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
11/18/2024		Status call w/ RT, KM, KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$420.00	-	\$42.00
11/18/2024		Status call w/ RT, KM, KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
11/18/2024		Status call w/ RT, KM, KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
11/18/2024		CA status meeting  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
11/18/2024		CA status meeting  Unbilled	00024-Claude Carrillo v. TCG	Ross Tizes	0.10h	\$375.00	-	\$37.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Construction Inc.								
11/11/2024	\$	Motion for Prelim Approv Printing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	1.00	\$238.00	-	\$238.00
11/07/2024	🕒	Status meeting ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
11/07/2024	🕒	Status meeting ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$375.00	-	\$37.50
11/04/2024	🕒	Drop off physical copies of motion for prelim approval at court ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	2.10h	\$450.00	-	\$945.00
11/04/2024	🕒	Call with Cocounsel about the settlement and motion for prelim approval; approve to refile after courtesy copies not delivered ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.60h	\$495.00	-	\$297.00
10/31/2024	🕒	Re-filed MPA and served them on D's counsel ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.40h	\$275.00	-	\$110.00
10/31/2024	🕒	Revise all motion for prelim apro v docs for filing/service/printing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	1.10h	\$450.00	-	\$495.00
10/31/2024	🕒	Call w/ KM re amending MPA to reflect new hearing date + filing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/31/2024	 	CA status update Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
10/31/2024	 	CA status update Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
10/31/2024	 	call with KS re: submission of physical copies; call with clerk re same Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/23/2024	 	Drop off physical copies of motion for prelim approval Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.90h	\$450.00	-	\$405.00
10/23/2024	 	Check printed docs for in=person submission Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/23/2024	 	Email motion docs to BO for printing Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/22/2024	 	Sent MPA docs to KM & OC , emailed OC re upcoming hearing date Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.20h	\$275.00	-	\$55.00
10/22/2024	 	Status Update Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
10/22/2024		Status Update	00024-Claude	Ross Tizes	0.10h	\$275.00	-	\$27.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Carrillo v. TCG Construction Inc.					
10/22/2024	🕒	Call with RT/KS re: prelim approval motion and physical copies ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
10/11/2024	🕒	Calendaring Nov. 1 hearing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
10/11/2024	🕒	Status Review ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
10/10/2024	🕒	Finalized KS decl + filed MPA ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	2.00h	\$275.00	-	\$550.00
10/10/2024	💵	MPA filing fee ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.00	\$19.00	-	\$19.00
10/09/2024	🕒	call with paralegal about the declaration issues and filing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
10/09/2024	🕒	Revise/finalize docs for filing and service; email RTinstructions for service/finalizing and filing ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
10/09/2024	🕒	Review several documents realted to the motion for preliminary approval; review association of counsel; speak with associates	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.60h	\$495.00	-	\$792.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

5:11 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		about the filing and timeline ● Unbilled						
10/09/2024	🕒	finalized JCI decl + sent for sig ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.30h	\$275.00	-	\$82.50
10/09/2024	🕒	review JCL decl and send back to RT ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
10/09/2024	🕒	add information to Seligson Law resume ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
10/09/2024	🕒	call with RT re finalizing docs for Carrillo ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
10/04/2024	🕒	Draft Class Action Notice; verify motion date; finalize Carrillo Declaration and send to rt; Send SOZ Decl to SZ for review; finalize motion and MPA ISO prelim approva ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	5.60h	\$450.00	-	\$2,520.00
10/04/2024	🕒	Finalized Ken decl ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	1.50h	\$275.00	-	\$412.50
10/04/2024	🕒	Call with paralegal to discuss signatures; call with KM to discuss edits and dates ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

5:11 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
10/03/2024		Draft, review, and revise the motion documents; declarations; instructions to associates and paralegals  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	2.70h	\$495.00	-	\$1,336.50
10/02/2024		redline all prelim approval of PAGA docs; decl of KS, MPA, proposed order, and send to KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	5.30h	\$450.00	-	\$2,385.00
09/26/2024		call with KM re prelim motion  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
09/26/2024		verifywth RT assignments  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/25/2024		Briefed by KS and KM on current status  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.10h	\$275.00	-	\$27.50
09/25/2024		Call with co-counsel re: the data demand  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
09/25/2024		Mtg with KS/RT re: motion and next steps  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/24/2024		Filing the CMC statement.  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ross Tizes	0.20h	\$200.00	-	\$40.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
09/24/2024	 	Review CMC statement and file it; Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.30h	\$495.00	-	\$148.50
09/24/2024	 	Amount to file CMC statement; please check Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$11.85	-	\$11.85
09/23/2024	 	Call with KS re: CMC statement Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/19/2024	 	Call with KM about the motion Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
09/19/2024	 	call with KS re case status Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/16/2024	 	Call with KS re: motion for prelim approval Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
09/16/2024	 	Review the settlement agreement; send to client and co-counsel for signature; correspond with client about timeline and outcomes Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00h	\$495.00	-	\$495.00
09/03/2024	 	Call with KS re motion for prelim approval Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
08/26/2024	 	Final review of the settlement agreement drafts; revise sections	00024-Claude Carrillo v. TCG	Kenneth Seligson	1.70h	\$495.00	-	\$841.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		and send back to SS for review and approval ● Unbilled	Construction Inc.					
07/29/2024	🕒	Follow up email to SS re: the settlement signature ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
07/22/2024	🕒	Follow up email to SS re: the settlement agreement ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
07/22/2024	🕒	call with KM about the carrillo delay and settlement terms re: release ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
07/08/2024	🕒	Review and redline both versions of the settlement agreement; add section on the attorneys fees recovery; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.40h	\$495.00	-	\$693.00
06/21/2024	🕒	Call with KM; discuss matter with Shani; revising the settlement agreement and send back to OC for review and acceptance. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00h	\$495.00	-	\$495.00
06/20/2024	🕒	Review the settlement terms changed by SS and draft email to Shani re: same ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.10h	\$495.00	-	\$544.50
06/17/2024	🕒	Review and revise the settlement	00024-Claude	Kenneth	2.10h	\$495.00	-	\$1,039.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		terms; quick call with KM ● Unbilled	Carrillo v. TCG Construction Inc.	Seligson				
06/12/2024	🕒	review settlement agreement redlines ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.52h	\$495.00	-	\$257.40
06/10/2024	🕒	Outline changes to settlement to KS ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
06/06/2024	🕒	Check in email to SS because still do not have the settlement agreement back ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
05/17/2024	🕒	continue revising Decl for KS iSO prelim approval ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	2.60h	\$450.00	-	\$1,170.00
05/13/2024	🕒	Status update email to opposing counsel ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
04/25/2024	🕒	Begin drafting motion for prelim approval ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
04/20/2024	🕒	Complete review of the settlement agreement and send to counsel for redlines ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
04/20/2024	🕒	Completed the review and edits of the notice to class	00024-Claude Carrillo v. TCG	Kenneth Seligson	1.80h	\$495.00	-	\$891.00
							\$0.00	\$86,138.98
							0.00h	162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled	Construction Inc.					
04/20/2024	🕒	Reviewing edits to conform with the MOU; redline KM edits ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	2.10h	\$495.00	-	\$1,039.50
04/19/2024	🕒	Draft the settlement agreement; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	2.90h	\$495.00	-	\$1,435.50
04/19/2024	🕒	Review/revise the settlement agreement ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
04/19/2024	🕒	Call with KS re: settlement agreement, bids with sp. translation ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
04/19/2024	🕒	Quote request from ILYM and CPT ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
04/01/2024	🕒	Review long form settlement; update attorney list per JCL and ZL update. Email KS re: same ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/25/2024	🕒	begin drafting CMC; call with KS re: case management ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.50h	\$450.00	-	\$225.00
03/25/2024	🕒	call with KS re: long-form agreement ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/20/2024	 	Mtg with KS re: SA and next steps Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/20/2024	 	Apex quote correspondence and upload to OD Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/20/2024	 	Quote request for settlement admin Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
03/20/2024	 	Draft long form settlement agreement and exhibit A - notice Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	4.60h	\$450.00	-	\$2,070.00
03/20/2024	 	Text KS re: quote for settlement administration Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/20/2024	 	Discuss CMC and Long Form SA with KS Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/19/2024	 	Discuss the stipulation with cocounsel and review stipulation; Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
03/18/2024	 	Begin revising Carrillo long form SA Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.70h	\$450.00	-	\$315.00
03/14/2024	 	Call with KS re: SA and Prelim motion Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
03/13/2024	 	review motion for prelim approval and SA ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/13/2024	 	email TS motion for prelim approval and SA ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/12/2024	 	email TS re: settlement agreement and motion for prelim approval ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/12/2024	 	Call with KS re: f/u for settlement forms ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/08/2024	 	Upload executed MOU to one drive ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/07/2024	 	Call with C re: MOU and next steps ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
03/07/2024	 	Call with KS re: prelim approval doc and call with Shani ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/04/2024	 	Check up review of the case file; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
02/27/2024	 	Texts with C re: details of settlement process ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00

\$0.00
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Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/27/2024	 	texts with C re: case update, MOU and settlement Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
02/21/2024	 	call with c re update Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
02/20/2024	 	Review case history and email; follow up on the MOU Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.60h	\$495.00	-	\$297.00
02/08/2024	 	Call with OC about the MOU; follow up with editing the MOU with redlines and then call with Shani to discuss changes and motion Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	2.40h	\$495.00	-	\$1,188.00
02/07/2024	 	Scheduling call with OC re: meet and confer on the MOU Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
02/01/2024	 	Call to AC re; settlement and next steps Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
01/31/2024	 	carrillo mediation expert damage analysis Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$3,960.00	-	\$3,960.00
01/31/2024	 	Call/texts with KS re: phone call with C re; mediation Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/30/2024		mediation of the dispute with Jason	00024-Claude	Kenneth	8.50h	\$495.00	-	\$4,207.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Marsili; discuss issues with MOU; edit MOU ● Unbilled	Carrillo v. TCG Construction Inc.	Seligson				
01/30/2024	🕒	Mediation; revise MOU ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	8.00h	\$450.00	-	\$3,600.00
01/29/2024	🕒	Mediation brief drafting; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.70h	\$495.00	-	\$841.50
01/29/2024	🕒	call with mediator for premeditation call ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
01/29/2024	🕒	Mediation Prep Call ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
01/29/2024	🕒	Draft Mediation MOU ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
01/29/2024	🕒	Send MOU to mediator and team ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/29/2024	🕒	Texts with C re: mediation ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/29/2024	🕒	Call re: mediation brief and call ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
							\$0.00 0.00h	\$86,138.98 162.32h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/26/2024	  Unbilled	email shani mediation brief for notes	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/26/2024	  Unbilled	Revise mediation brief numbers	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
01/26/2024	  Unbilled	Review mediation report; revise brief to add more percentage of violation	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
01/24/2024	  Unbilled	revise mediation brief with expert notice.	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	2.10h	\$450.00	-	\$945.00
01/24/2024	  Unbilled	Call with KS re: edits to med brief; deadlines and data	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
01/22/2024	  Unbilled	Work on mediation brief and review data for the brief	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.50h	\$495.00	-	\$742.50
01/22/2024	  Unbilled	Call with SZ re: mediation brief and numbers	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
01/22/2024	  Unbilled	Texts with KS re: mtg with Shani; email Shani re: mtg	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/19/2024	  Unbilled	Call with KS re: mediation brief	00024-Claude Carrillo v. TCG	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
							\$0.00 0.00h	\$86,138.98 162.32h

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
Construction Inc.								
01/18/2024	 	Revise mediation brief; send to KS for review. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.80h	\$450.00	-	\$360.00
01/18/2024	 	Email Jarrett assumptions for brief ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/18/2024	 	texts with AC re: phone use ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/18/2024	 	Assumptions and review case docs with KS for mediation brief ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	1.20h	\$450.00	-	\$540.00
01/18/2024	 	Call with KM to review assumptions and case facts for mediation ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
01/17/2024	 	Call with KS re: mtg with Jarrett; email jarrett re timeline and copy of complaint ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
01/16/2024	 	Call with carrillo re: facts; call with KS re: f/u and damages; email jarret re: damages meeting ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.70h	\$450.00	-	\$315.00
01/15/2024	 	Review mediation disclosures; call with KS re: intake and mtg with P;	00024-Claude Carrillo v. TCG	Kaitlin Martinez	1.80h	\$450.00	-	\$810.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		draft/revise mediation brief ● Unbilled	Construction Inc.					
01/12/2024	🕒	Call with KM to review case and discuss discovery produced ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
01/12/2024	🕒	Review emails re: informal discovery and production of docs ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/12/2024	🕒	review wage statements and timesheet sent by SS ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
01/02/2024	🕒	Imported Time Entry: Uplaod mediation docs to one drive ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/30/2023	💵	Cost to file the stipulation to stay the case ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$28.05	-	\$28.05
11/28/2023	💵	mediation fee + 25 wire fee ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	1.00	\$6,025.00	-	\$6,025.00
11/20/2023	🕒	Imported Time Entry: Email KS re: joint stip ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/20/2023	🕒	Imported Time Entry: File stay ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/20/2023		Imported Time Entry: Stip reviewed and signed; send for return signature  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
11/16/2023		Imported Time Entry: Finalize joint stip, acctpt changes, send to KS and upload to One drive  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
11/13/2023		Imported Time Entry: discuss with KM the stay agreement and discovery requested  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
11/10/2023		Imported Time Entry: Email joint stip and data demand for redlining to OC  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/10/2023		Imported Time Entry: Call with KS re: redlining joint stip  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/09/2023		Imported Time Entry: Review joint stip with KS and finalize  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
11/09/2023		Imported Time Entry: Revise joint stip per KS notes.  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.60h	\$450.00	-	\$270.00
11/09/2023		Imported Time Entry: Draft joint stip for data and proposed order; send to KS for review and upload	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		to OD ● Unbilled						
11/09/2023	🕒	Imported Time Entry: Call with KS re: joint stip ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
11/09/2023	🕒	Imported Time Entry: call with km about the stay action; review ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.30h	\$495.00	-	\$148.50
11/07/2023	🕒	Imported Time Entry: Call with Shani about process and issues re: data; email to SS re: discovery issues and timeline ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.20h	\$495.00	-	\$594.00
09/12/2023	🕒	Imported Time Entry: Call with Shani about discovery prior to depo ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$350.00	-	\$70.00
08/15/2023	🕒	Imported Time Entry: Review case materials and scheduling; update email to cocounsel ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
07/19/2023	🕒	Imported Time Entry: review all mediation documents; correspond with assistant for scheduling ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
07/19/2023	🕒	Imported Time Entry: Schedule mediator; correspond with the assistant	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

03/03/2025

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
06/21/2023	🕒	Imported Time Entry: correspond with SS re: mediator selection; Discuss with KM ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
06/20/2023	🕒	Imported Time Entry: discuss case update with AC; save new email Alancarr510@gmail.com ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
06/01/2023	🕒	Imported Time Entry: Call with KS re: case update ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
06/01/2023	🕒	Imported Time Entry: Email Sat Sang about the class list productions and mediation preparation ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
05/26/2023	🕒	Imported Time Entry: Review emails and joint stip to continue CMC ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
05/19/2023	🕒	Imported Time Entry: Call with Sat Sang about mediators and production of the class lists; email shani about same ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
05/17/2023	🕒	Imported Time Entry: Review PO from Tesla. Text with KS re:	00024-Claude Carrillo v. TCG	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		changes ● Unbilled	Construction Inc.					
05/16/2023		Imported Time Entry: Email OC draft protective order ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
05/16/2023		Imported Time Entry: Call with KS re: Belaire West, Protective Order. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.30h	\$450.00	-	\$135.00
05/16/2023		Imported Time Entry: Draft Protective Order and send to KS for review. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	2.10h	\$450.00	-	\$945.00
05/16/2023		Imported Time Entry: Call with KS re: protective order for PAGA production ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
05/15/2023		Imported Time Entry: Email TS re: protective order ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	1.00h	\$450.00	-	\$450.00
05/15/2023		Imported Time Entry: Case check-up; request document for filing; schedule CMC hearing date ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.30h	\$495.00	-	\$148.50
04/27/2023		Imported Time Entry: Scheduling issue with SS re: the PAGA class lists and class lists ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/17/2023		Imported Time Entry: calculate new dates for Sat Sang production of SI set 1  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
04/06/2023		Imported Time Entry: Call with Sat Sang re: the meet and confer letter  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
04/05/2023		Imported Time Entry: Review and serve meet and confer letter  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
04/05/2023		Imported Time Entry: Draft meet and confer letter re: SI Set One  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00h	\$495.00	-	\$495.00
04/03/2023		Imported Time Entry: review westlaw privacy objections re: PAGA, read Williams v. superior court, draft objection to PAGA disclosure for meet and confer.  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.40h	\$450.00	-	\$180.00
04/03/2023		Imported Time Entry: Responding to objections to SI set 1  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	2.10h	\$495.00	-	\$1,039.50
03/31/2023		Imported Time Entry: Incorporate definitions in SI in m+c letter. Send to KS  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
03/31/2023		Imported Time Entry: research CCP sections cited re; objections	00024-Claude Carrillo v. TCG	Kaitlin Martinez	0.20h	\$450.00	-	\$90.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Unbilled	Construction Inc.					
03/31/2023		Imported Time Entry: Call with KS re: meet and confer and definitions. Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/31/2023		Imported Time Entry: Review complaint and interrogatories and draft meet and confer re: special interrogatories set one. Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.60h	\$450.00	-	\$270.00
03/31/2023		Imported Time Entry: Call with KS re: meet and confer assignment Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kaitlin Martinez	0.10h	\$450.00	-	\$45.00
03/31/2023		Imported Time Entry: Call with KM about meet and confer; follow up call to discuss the specifics Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
03/17/2023		Imported Time Entry: Call with Alan about the matter; w2, incorrect taxes withheld. Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
03/10/2023		Imported Time Entry: Review answer and respond to service request Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.30h	\$495.00	-	\$148.50
03/02/2023		Imported Time Entry: Call & email court clerk re complex litigation fee refund.	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	0.20h	\$200.00	-	\$40.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		● Unbilled						
03/02/2023	\$	Filing fees for the proof of service; notice of acknowledgment of receipt ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$8.18	-	\$8.18
02/28/2023	🕒	Imported Time Entry: Call w/ KS re complex application. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	0.10h	\$200.00	-	\$20.00
02/28/2023	🕒	Imported Time Entry: Research local rules for application to file complex; set up app ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
02/22/2023	🕒	Imported Time Entry: Amend and serve the PLA Set One SI to Def. for class lists ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
02/13/2023	🕒	Imported Time Entry: Draft up discovery demand for class lists; draft POS ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.50h	\$495.00	-	\$247.50
02/08/2023	🕒	Imported Time Entry: call with client about case update; w2, 1099? ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
02/08/2023	🕒	Imported Time Entry: file notice and acknowledgment of receipt ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.20h	\$495.00	-	\$99.00
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
02/02/2023	\$	The statutory filing fee for Civil Class Action Complaint ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$1,442.00	-	\$1,442.00
01/19/2023	🕒	Imported Time Entry: Drafted email to opp counsel; compiled all documents re: complaint for service & served; call w/ Ken. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	0.70h	\$200.00	-	\$140.00
01/19/2023	🕒	Imported Time Entry: service discussion with SN ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.10h	\$495.00	-	\$49.50
01/18/2023	🕒	Imported Time Entry: Call w/ Ken; downloaded file-stamped copies of complaint & supp docs; prepared all docs for serving (uploaded to OneDrive); drafted Notice of Acknowledgement; reviewed ca business search for agent; reviewed local rules re service requirements. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	1.10h	\$200.00	-	\$220.00
01/18/2023	🕒	Imported Time Entry: Call w/ Ken re: service of complaint to counsel. ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	0.10h	\$200.00	-	\$20.00
01/18/2023	🕒	Imported Time Entry: Call with SN about the service of process, calendaring interrogatories; review Notice of acknowledgment of receipt; ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.60h	\$495.00	-	\$297.00

\$0.00
0.00h **\$86,138.98**
162.32h

Activities Export

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Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
01/10/2023		Imported Time Entry: Filed complaint & supplemental docs; call w/ File & Serve Xpress re filing fee.  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	0.40h	\$200.00	-	\$80.00
01/10/2023		Imported Time Entry: Edited, formatted, & prepped complaint for filing; drafted civil case cover sheet; drafted summons; reviewed local rules for filing.  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Ronak Gandhi	1.50h	\$200.00	-	\$300.00
10/12/2022		Imported Time Entry: Finalize PAGA packet for filing; filing  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.90h	\$495.00	-	\$445.50
10/12/2022		Imported Time Entry: Finalize PAGA for filing with LWDA and complaint to go along with it  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	0.40h	\$495.00	-	\$198.00
10/12/2022		Imported Time Entry: Drafting the complaint and PAGA notice  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	5.20h	\$495.00	-	\$2,574.00
10/12/2022		Filing fee for PAGA Notice  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00	\$75.00	-	\$75.00
09/19/2022		Imported Time Entry: Strategy for the class action  Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.00h	\$495.00	-	\$495.00
09/19/2022		Imported Time Entry: Research	00024-Claude	Kenneth	3.50h	\$495.00	-	\$1,732.50
							\$0.00 0.00h	\$86,138.98 162.32h

Activities Export

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Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		and draft up issues related to the class action ● Unbilled	Carrillo v. TCG Construction Inc.	Seligson				
09/19/2022	🕒	Imported Time Entry: Call with AC about his case; discuss facts of the case; discuss strategy ● Unbilled	00024-Claude Carrillo v. TCG Construction Inc.	Kenneth Seligson	1.40h	\$495.00	-	\$693.00
							\$0.00 0.00h	\$86,138.98 162.32h